

APPLICATION FORM

I. PARTICULARS OF THE APPLICANT/S

1. Sole/ First Applicant

A. Individual

Mr./Ms./M/s _____

S/W/D of _____

Date of Birth _____ Nationality _____

Occupation:

Service () Professional () Business ()

Student () Housewife () Any Other _____

Residential Status:

Resident Indian () Non-Resident Indian () Person of Indian Origin ()

Others (please specify) _____

Marital Status: Married () Unmarried ()

Income Tax permanent Account Number _____ (In case of Resident Indian Only)

(In case of Non-Resident Indian, person of Indian Origin or others, please attach a copy of Passport/PIO Card)

Correspondence Address:-

City _____ State _____ Country _____

PIN _____ Email _____

Permanent Address:-

City _____ State _____ Country _____

PIN _____ Email _____

Mobile _____ Tel No. (with STD Code) _____

Signatures:

JC World Hospitality Pvt. Ltd.

Sole/First Applicant

Second Applicant

**Affix self attested
passport
photograph of
sole/First Applicant**

B. In the case of a company* (if applicable)

M/s _____ a Company registered under the Companies Act, 1956, having its registered office at: _____ acting through its authorized signatory Mr./Mrs. _____, duly authorized vide Board Resolution dated _____

Correspondence Address:-

 City _____ State _____ Country _____
 PIN _____ Email _____

Permanent Address:-

 City _____ State _____ Country _____
 PIN _____ Email _____
 Mobile _____ Tel No. (with STD Code) _____

C. In the case of a Partnership* (if applicable)

M/s _____ a Partnership firm duly registered under the Indian Partnership Act, 1932, having its registered office at: _____, acting through its authorized Partner Mr./Ms. _____

Correspondence Address:-

 City _____ State _____ Country _____
 PIN _____ Email _____

Permanent Address:-

 City _____ State _____ Country _____
 PIN _____ Email _____
 Mobile _____ Tel No. (with STD Code) _____

D. In the case of a Limited Liability Partnership (LLP)* (if applicable)

M/s _____ a Limited Liability Partnership firm duly registered under the _____, having its registered office at: _____, acting through its authorized Partner Mr./Ms. _____

Signatures:

 JC World Hospitality Pvt. Ltd.

 Sole/First Applicant

 Second Applicant

Correspondence Address:-

 City _____ State _____ Country _____
 PIN _____ Email _____

Permanent Address:-

 City _____ State _____ Country _____
 PIN _____ Email _____
 Mobile _____ Tel No. (with STD Code) _____

2. Second Joint Applicant (** if applicable)

A. Individual

Mr./Ms./M/s _____
 S/W/D of _____
 Date of Birth _____ Nationality _____

Occupation:

Service () Professional () Business ()
 Student () Housewife () Any Other _____

Residential Status:

Resident Indian () Non-Resident Indian () Person of Indian Origin ()
 Others (please specify) _____

Marital Status:

Married () Unmarried ()

Income Tax permanent Account Number (In case of Resident Indian Only)

Signatures:

 JC World Hospitality Pvt. Ltd.

 Sole/First Applicant

 Second Applicant

**Affix self attested
 passport
 photograph of
 joint Applicant**

(In case of Non-Resident Indian, person of Indian Origin or others, please attach a copy of Passport/PIO Card)

Correspondence Address:-

 City _____ State _____ Country _____
 PIN _____ Email _____

Permanent Address:-

 City _____ State _____ Country _____
 PIN _____ Email _____
 Mobile _____ Tel No. (with STD Code) _____

- B. In the case of a company* (if applicable)
 M/s _____ a Company registered under the Companies Act, 1956, having its registered office at:
 _____ acting through its authorized signatory Mr./Mrs. _____, duly authorized
 vide Board Resolution dated _____

Correspondence Address:-

 City _____ State _____ Country _____
 PIN _____ Email _____

Permanent Address:-

 City _____ State _____ Country _____
 PIN _____ Email _____
 Mobile _____ Tel No. (with STD Code) _____

- C. In the case of a Partnership* (if applicable)
 M/s _____ a Partnership firm duly registered under the Indian Partnership Act, 1932, having its registered
 office at: _____, acting through its authorized Partner Mr./Ms. _____

Signatures:

 JC World Hospitality Pvt. Ltd.

 Sole/First Applicant

 Second Applicant

Correspondence Address:-

 City _____ State _____ Country _____
 PIN _____ Email _____

Permanent Address:-

 City _____ State _____ Country _____
 PIN _____ Email _____
 Mobile _____ Tel No. (with STD Code) _____

D. In the case of a Limited Liability Partnership (LLP)* (if applicable)

M/s _____ a Limited Liability Partnership firm duly registered under the _____,
 having its registered office at: _____, acting through its authorized Partner Mr./Ms. _____

Correspondence Address:-

 City _____ State _____ Country _____
 PIN _____ Email _____

Permanent Address:-

 City _____ State _____ Country _____
 PIN _____ Email _____
 Mobile _____ Tel No. (with STD Code) _____

II. PARTICULARS OF THE UNIT

1. Details of the Unit applied for

Unit Type _____ Unit No. _____
 Covered Area: _____ sq.mtrs (approx) _____ sq.ft (approx)
 Super Area: _____ sq.mtrs (approx) _____ sq.ft (approx)

2. Payment of Booking Amount (10% of Basic Sale Price)

Signatures:

 JC World Hospitality Pvt. Ltd.

 Sole/First Applicant

 Second Applicant

Demand Draft/ Cheque No. _____ Dated _____
 Bank _____ Amount _____
 In favour of J C World Hospitality Private Limited

3. Sale Consideration

Basic Sale Price : Rs. _____
 PLC (if any) @ Rs. _____ : Rs. _____
 Lease Rent(Overtime) @ Rs. _____ : Rs. _____
 IDC @ Rs. _____ : Rs. _____
 EDC @ Rs. _____ : Rs. _____
 Electrical Installation Charges @ Rs. _____ : Rs. _____
 Food Court upkeep charges (if any) @ Rs. _____ : Rs. _____
 Any other charges @ Rs. _____ : Rs. _____
TOTAL SALE CONSIDERATION : Rs. _____

4. Payment Plan Option

Please indicate your payment option (✓)

- (a) Time Linked Payment Plan
 (b) Partial Down Payment Plan
 (c) Down Payment Plan

5. Delivery Period

The possession of the said Unit is expected to be offered within 2.5 years (with grace period of 6 months) from the date of Provisional Allotment Letter.

6. Maintenance Charges

The Applicant shall also pay towards maintenance, the following to the Company upon offer of possession of the said Unit:

- (a) Maintenance Deposit: The interest free maintenance deposit @ Rs. _____/- per sq.mtr (Rs. _____/- per s.ft) of Super Area.

Signatures:

 JC World Hospitality Pvt. Ltd.

 Sole/First Applicant

 Second Applicant

(b) Maintenance Charges: As per the Maintenance Agreement as will be executed at the time of possession of the Unit.

7. Limited Common Areas

a) Reserved Car Parking slots: _____

b) Reserved Storage slots: _____

8. Broker Details

Type of booking: Direct Broker

The name of the broker company be mentioned here (if applicable) _____

(Signature of the Broker with Stamp)

Note: Payments to be made only through Cheque(s) / Demand Draft(s) drawn in favour of **"JC WORLD HOSPITALITY PRIVATE LIMITED, _____ Bank Account No. _____"**

Signatures:

JC World Hospitality Pvt. Ltd.

Sole/First Applicant

Second Applicant

III UNDERTAKING

1. I / We, subject to the acceptance by J C World Hospitality Private Limited (the **Company**) of my/our application for the said Unit, undertake to abide by the terms and conditions of allotment as attached hereto and as will be mentioned in the Provisional Allotment Letter and as prescribed by the Company from time to time.
2. In the event the Company agreeing to allot the said Unit to me/us, I/we agree to pay further the Sale Consideration (as mentioned above) and all other dues as stipulated in the Terms and Conditions as annexed hereto by issuance of cheque/DD in favour of '**J C World Hospitality Private Limited**', failing which the Company shall be entitled to remedies as mentioned in the Terms and Conditions annexed hereto.
3. I/We have clearly understood that notwithstanding the fact that the Company may have issued an acknowledgement of having received my/our application and/or booking amount, I/We do not become entitled to claim any allotment of the said Unit.
4. I/We are aware that Jaypee Infratech Limited ('**JIL**') has been allotted the project land admeasuring 8,096 sq. mtrs. located at Plot no. C1-K, Sector 128, Jaypee Greens Wish Town, Noida, District Gautam Budh Nagar, Uttar Pradesh (the '**Project Land**') on leasehold basis by Yamuna Expressway Industrial Development Authority ('**YEA**') vide lease deed dated 30 December 2007 ('**YEA Lease Deed**') and further the said Project Land has been sub-leased by JIL to the Company vide sub-lease deed dated 7 May 2014 ('**Sub-Lease Deed**'). I/We understand that the enjoyment of the said Unit is subject to the terms of the YEA Lease Deed and the Sub-Lease Deed.
5. I/we are making this application with the full knowledge that the plans for the building in the Project, in which the Unit will be located are not yet sanctioned by the competent authority and accordingly, the specifications of the Unit such as the number, area or any other specification are subject to change.
6. I/we do hereby declare that my/our application for allotment of the said Unit is valid for 30 days from the date of submission of this application. In case the allotment is not made by the Company within the aforesaid period of 30 days by issuance of a Provisional Allotment Letter, I/We, the applicants will be entitled to refund of the booking amount upon a request made to the Company either on (a) the expiry of 30 days period as aforesaid; or (b) written rejection by the Company or my/our application for allotment of the said Unit, whichever is earlier. I/We also declare that the refund of any money at any stage, by JC World Hospitality Pvt. Ltd. to me/us shall made by cheque/DD drawn in favour of the Sole/First Applicant. I/We undertake that any money refunded by the Company in the above manner shall be construed as my/our acceptance of the same.
7. I/We understand that I/we have all the rights to decide to send my/our request for allotment of the Unit 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 Unit through my/our agent (Broker), then I/we shall keel all terms between me/us and my/our agent (Broker) strictly bilateral without any involvement of the Company.
8. I/we confirm and declare that the particulars provided by me/us are true and correct. No part of it is false and nothing material has been concealed or withheld by me/us there from. I/we undertake to inform the Company of any change in my/our name(s), address and other details failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Company shall be deemed to have been received by me/us.

I/we have fully read and understood the terms and conditions attached herewith and agree to abide by the same.

Thanking You
Yours faithfully

Date:

Place:

Sole/First Applicant

Second/Joint Applicant

FOR OFFICE USE ONLY

DATE OF BOOKING: _____

1. ACCEPTED/ REJECTED Approval Reference No. _____
2. Unit Type: _____ Unit Number _____
3. Covered Area _____ sq. mtrs. (approx.) _____ sq. ft. (approx)
4. Super Area _____ sq. mtrs. (approx.) _____ sq. ft. (approx)
5. Sale Consideration
- | | | |
|----|--|--------------------|
| a) | Basic Sale Price | : Rs. _____ |
| b) | PLC (if any) @ Rs. _____ | : Rs. _____ |
| c) | Lease Rent (Overtime) @ Rs. _____ | : Rs. _____ |
| d) | IDC @ Rs. _____ | : Rs. _____ |
| e) | EDC @ Rs. _____ | : Rs. _____ |
| f) | Electrical Installation Charges @ Rs. _____ | : Rs. _____ |
| g) | Food Court upkeep charges (if any) @ Rs. _____ | : Rs. _____ |
| h) | Any other charges @ Rs. _____ | : Rs. _____ |
| | TOTAL SALE CONSIDERATION | : Rs. _____ |
6. Payment Plan Option
- (a) Time Linked Payment Plan
- (b) Partial Down Payment Plan
- (c) Down Payment Plan
7. Limited Common Areas
- a) Reserved Car Parking slots: _____
- b) Reserved Storage slots: _____
8. Payment vide Cheque/DD No. _____ dated _____ for Rs. _____
9. Acknowledgement/Receipt No. _____
10. Direct Booking/Broker Name: _____
11. Remarks _____

Account Manager Name _____ Vetted by Sales _____

Vetted by Commercial _____ Vetted by Accounts _____

TERMS AND CONDITIONS OF ALLOTMENT

1. DEFINITIONS AND INTERPRETATIONS

- I. In these Terms and Conditions ("**T&C**"), the following words and expressions, unless inconsistent with the context, shall bear the meanings assigned hereto:
- a) "**Allottee**" shall mean the Applicant(s) whose Application Form has been accepted by the Company by issuance of the Provisional Allotment Letter;
 - b) "**Applicant**" shall mean the person(s) submitting the Application Form to which these T&Cs are annexed;
 - c) "**Application Date**" shall mean the date of submission of the Application Form by the Applicant;
 - d) "**Approvals**" shall mean all approvals, consents, no objection certificates, permissions as may be required for the development of the Project including without limitation, conversion of land use, building plan approval, fire NOC, approvals from airport authority (if required), no objection from pollution control board, and any other permissions as may be required from any government authority in relation to development of the Project.
 - e) "**Booking Form**" shall mean the preliminary booking of the Unit done by the Allottee by payment of a booking amount of INR _____;
 - f) "**Common Areas**" shall in relation to the Project, mean and include entrance canopy, exits, lobby, atrium, corridors, circulation areas, passages, approach roads, security, fire control room(s), if provided, lift shafts, all electrical, plumbing and fire shafts, staircases, munties, lift machine rooms, air conditioner chiller rooms, water tanks, gate posts, landscaped areas, area for security guards, common toilets and washrooms, common powder rooms, assigned areas to dispose off refuse and garbage, the entire services areas in the basement, if any, electric substation, transformers, generator set rooms, underground water and other storage tank, pump rooms, maintenance rooms, fan rooms and other service rooms etc., parapets, external facia / facade, architectural features, parking areas, and other common and/ or commonly usable areas of the Project;
 - g) "**Company**" shall mean J C World Hospitality Private Limited, a company incorporated under the Companies Act, 1956 with CIN U55101DL2012PTC242418, having its registered office at E-2/3, Vasant Vihar, New Delhi – 110057, acting through its duly authorized signatories.
 - h) "**Completion**" shall in relation to the Project, mean the receipt of completion/occupation certificate in relation to the entire or relevant part of the Project from concerned authorities (including approval to lease/transfer the units if any required). The term "**Complete**" shall be construed accordingly;
 - i) "**Force Majeure Events**" shall mean and include any event beyond the control of the Parties and other than those caused due to breach of any provision of these T&C or inaction of either Party, including scarcity or non-availability 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;
 - j) "**HUF**" shall mean a hindu undivided family;

- k) **"JIL"** shall mean Jaypee Infratech Limited, a company incorporated under the Companies Act, 1956 with CIN L45203UP2007PLC033119, having its registered office at Sector – 128, Noida – 201304, U.P.
- l) **"Lease Rights"** shall mean proportionate equal undivided sub-lease rights in the Project Land with a right to sub-lease or license;
- m) **"Maintenance Agreement"** shall mean the agreement to be executed between the Allottee and maintenance agency nominated by the Company in a form provided by the Company to agree on the terms and conditions subject to which common maintenance services for the Project shall be extended to the Allottee;
- n) **"Original Lease Deeds"** shall mean collectively the YEA Lease Deed and the Sub-Lease Deed;
- o) **"Ownership Rights"** shall mean the title and ownership rights in and to the superstructure of the Unit viz. the inside walls, the floor and the roof including the actual, vacant and peaceful possession of the Unit but not including any title or ownership rights in the Project Land lying underneath the Unit, in the roof or floor of the Project. For the removal of doubt, the Ownership Rights only extend to the inside area of the Unit, as provided in the map;
- p) **"Permitted Signages"** shall be prescribed under the Provisional Allotment Letter;
- q) **"Permitted Use"** shall be prescribed under the Provisional Allotment Letter;
- r) **"Project"** shall mean retail and shopping mall branded as **"JC World"** comprising of such features as will be detailed out in the Provisional Allotment Letter;
- s) **"Project Land"** shall mean land admeasuring 8,096 sq. mtrs. located at Plot no. C1-K, Sector 128, Jaypee Greens Wish Town, Noida, District Gautam Budh Nagar, Uttar Pradesh on which the Project is to be developed by the Company;
- t) **"Provisional Allotment Letter"** shall mean the provisional allotment letter to be issued by the Company to the Applicant whose Application Form has been accepted within 45 days from the Application Date provisionally allotting the Unit applied for by the Applicant;
- u) **"Sale Consideration"** shall mean the sale consideration as set out in the Application Form;
- v) **"Sub-Lease Deed"** shall mean the sub-lease deed dated 7 May 2014 executed between JIL and the Company and registered in the office of Sub-Registrar – Sadar, Gautam Budh Nagar, U.P., Sl. No. 2120 in Book No.1 on 7 May 2014.
- w) **"Tax" or "Taxes"** means all present and future income and other taxes, levies, rates, imposts, duties, deductions, cesses, dues, charges and withholdings whatsoever imposed by any governmental authority having power to tax and all penalties, fines, surcharges, interest or other payments on or in respect thereof;
- x) **"Transfer Charges"** charges levied by the Company on transfer, assignment or grant of any or all of the Ownership Rights, Lease Rights and/or Use Rights as mentioned in Clause 4.8 and including stamp duty or charges imposed by any government authorities on such transfer, assignment or grant;
- y) **"Unit"** shall mean unit as described in the Application Form;
- z) **"Use Rights"** shall mean limited right to use (with a right to sub-license) the Common Areas and common services related to Common Areas, which right shall be revocable

at the option of the Company. It is however agreed that the Use Rights may be transferred or sub-licensed only on transfer, grant or assignment of Ownership Rights and Lease Rights as per these T&C;

- aa) **"YEA"** means Yamuna Expressway Industrial Development Authority;
 - bb) **"YEA Lease Deed"** shall mean the lease deed dated 30 December 2007 executed between YEA and JIL and registered in the office of Sub-Registrar – Sadar, Gautam Budh Nagar, U.P., Sl. No. 14821 in Book No.1 on 20 December 2007.
- II. The following rules of interpretation shall apply in these T&C unless the context requires otherwise or is expressly specified otherwise:
- a) The definitions in these T&C shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.
 - b) All references herein to Clauses, Schedules, Exhibits and Annexures shall be deemed to be references to Clauses of, and Schedules, Exhibits and Annexures to, these T&C unless the context shall otherwise require.
 - c) Unless expressly contradicted or otherwise qualified, (i) all references to a person also refer to that person's successors and permitted assigns, including permitted transferees, and (ii) all references to and definitions of any agreement, instrument or statute herein or in any agreement or instrument referred to herein mean such agreement, instrument or statute, including the Articles, as from time to time may be amended, modified, supplemented or restated, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.
 - d) A reference to a right or obligation of any two or more Persons confers that right, or imposes that obligation, as the case may be and as the context may require jointly and severally. It is hereby expressly clarified that any obligation, covenant, warranty, representation or undertaking in these T&C that is expressed to be made, undertaken or given by the Allottee shall be deemed mutatis mutandis to be jointly and severally made, undertaken and given by all the Allottees as per the Application Form, and the Allottees shall be jointly and severally responsible in respect of the same.
 - e) "consent" of any Party shall always mean prior written consent.
 - f) Reference to 'it' shall include reference to he, she, they, them, their, those, his, hers, as the context may require.

2. AGREEMENT TO GRANT AND TRANSFER

In consideration for the Sale Consideration to be paid by the Allottee to the Company, the Company hereby agrees to grant the Use Rights and transfer the Ownership Rights unto the Allottee in and to the Unit to be used, exercised, possessed and enjoyed in the manner and subject to the terms of these T&C and as may be stipulated by the Company from time to time as per applicable laws.

3. SALE CONSIDERATION PAYMENT MECHANISM

- 3.1. The Allottee has paid/agrees to pay the Sale Consideration to the Company in accordance with the payment plan as will be set out in the Provisional Allotment Letter.
- 3.2. It is understood and agreed that the payment by the Allottee to the Company of the Sale Consideration in the manner, on the dates mentioned and of the amounts

mentioned in payment plan as will be set out in the Provisional Allotment Letter, are the essence of these T&C and allotment of the Unit contemplated herein.

- 3.3. Without prejudice to Clause 3.2, in case the Allottee delays or defaults in the payment of the Sale Consideration in accordance with the payment plan as will be set out in the Provisional Allotment Letter, the Allottee shall be liable to pay interest @ 15% per annum for the delayed period on the delayed amount. If such default continues for a period of 6 months, the Company shall be entitled to remedies under clause 9 of these T&C.
- 3.4. The Allottee(s) understands that the payments as per the payment plan as will be set out in the Provisional Allotment Letter are inclusive of the external development charges and the infrastructural development charges, pro-rated per Unit as applicable to this commercial site. Further any future upward revision, interest, penalty etc. thereof by the government agencies shall be recovered from the Allottee(s) on pro-rata basis.

4. COMPLETION AND UNIT BUYER AGREEMENT

- 4.1. The Company shall make best efforts to offer possession of the Unit to the Allottee within 2.5 years from the date of the Provisional Allotment Letter. If the Completion of the Project is delayed by reason of a Force Majeure Event, the total construction period shall be suitably extended by the Company. If however, the Company fails to offer possession of the said Unit within the stipulated period as aforesaid for any reason other than occurrence of a Force Majeure Event and such delay continues for a period of 6 months from the stipulated date, then the Allottee shall be entitled to a discount in Sale Consideration for delay thereafter @ INR 30 per sq. ft. per month for the Super Area of the said Unit ("**Rebate**"), without there being any further compensation and/or damages. The said Rebate will be admissible only if the Allottee does not cancel the allotment and shall be adjusted upon offer of possession of the said Unit.
- 4.2. The Company hereby agrees that on Completion of the Project, subject to the terms of these T&C, the Company shall execute and register the unit buyer agreement in accordance with the terms hereof in favour of the Allottee for transfer of the Lease Rights, Use Rights and Ownership Rights in and unto the Unit in favour of the Allottee (the "**Unit Buyer Agreement**"). The Allottee acknowledges that the Unit Buyer Agreement shall be in the form and content as provided by the Company.
- 4.3. Simultaneous to the execution of the Unit Buyer Agreement, the Company shall provide vacant, peaceful, unencumbered and lawful possession of the Unit including appurtenants thereto to the Allottee.
- 4.4. The Allottee acknowledges that the rights to be transferred in favour of the Allottee under the Unit Buyer Agreement will be valid for the duration of the Sub-Lease Deed and the YEA Lease Deed (collectively the "**Original Lease Deeds**") and will be subject to the terms and conditions of the Original Lease Deeds.
- 4.5. The Allottee acknowledges that the Unit Buyer Agreement shall be executed only upon receipt of (i) the Sale Consideration from the Allottee and payment of applicable stamp duty, registration charges and other taxes, charges and costs by the Allottee as may be demanded by the Company from time to time; and (ii) receipt of completion/occupancy certificate of the Project from the relevant authority.
- 4.6. Further, it is agreed by the Allottee(s) that in the event of the failure of the Allottee(s) to pay the Sale Consideration within the prescribed timelines and/or take the possession of the said Unit upon being intimated about the same by the Company and maximum within 30 days from the issuance of the possession certificate to the Allottee, the Company shall have the option to cancel his/her/their/its allotment and at its sole discretion, decide to condone the delay by the Allottee in taking over the said Unit on the condition that the Allottee shall pay to the Company holding charges as per the company policy then for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the said Unit till the holding charges with applicable overdue interest, if any, are fully paid. It is made clear and the Allottee agrees that the holding charges as stipulated in this case shall be a distinct charge not related to and shall be in addition to maintenance charges or any other outgoing cess, taxes, levies etc which shall be at the risk, responsibility and cost of the Allottee.
- 4.7. The Allottee, subject to the income tax and other clearances as stipulated in these T&C, shall be entitled to get the Unit Buyer Agreement executed and registered in its own name.
- 4.8. The Allottee(s) is/are, entitled to get the name of his/her/their nominee(s) substituted in his/her/their place with the prior approval of the Company who may at its sole discretion permit the same on such conditions as it may deem fit and subject to provisions of Clause 7.21 of these T&C.

4.9. The Company shall not be responsible towards any third party making payment/remittances on behalf of the Allottee and such third party shall not have right in the allotment of the said Unit granted herein in any way. The Company shall issue receipts for payment in favour of the Allottee only.

5. ALLOTTEE'S ACKNOWLEDGEMENTS

5.1. The Allottee has full knowledge of and is subject to all the laws, bye-laws, statutes, notifications, rules and regulations applicable to the area where the Unit is proposed to be situated, and which have been fully understood by the Allottee.

5.2. The Allottee has satisfied himself/herself/themselves/itself about the interest and right of the Company in the Project Land on which the said Unit is to be constructed and has fully understood all limitations and obligations in respect thereof. The Allottee agrees that there will not be any further investigations or objections by him/her/them/it in this respect.

5.3. The Allottee acknowledges that the Unit will be on such basis and on such terms as permitted in the Original Lease Deeds. The Allottee further acknowledges that the Company is yet to obtain Approvals for the Project.

5.4. The Allottee acknowledges that:

5.4.1. The obligation to transfer the Ownership Rights and the Use Rights in and to the Unit in favour of the Allottee is purely provisional in nature and is subject to change in the size of the Unit due to any changes in the architectural plan, the building stipulation, architectural control plans and any change necessitated in the Project due to logistics operating at that particular point of time or for any other reason and the Allottee here by agrees and accepts the right of the Company to effect any such variations /changes.

5.4.2. The Sale Consideration is based on the super area of the Unit. The super area of the Unit as mentioned in these T&C is tentative and has been calculated as the minimum super area that has been estimated by the Company to be allowed by the concerned authorities. The said super area shall be finalised on receipt of Approvals by the Company and the finalised super area and the Sale Consideration payable according to the same will be intimated to the Allottee by the Company and the same shall be binding and payable by the Allottee.

5.4.3. The Allottee acknowledges that the built up area of the Unit would be less than the super area. The super area of the Unit is the sum of built up area of the Unit and including its pro rata share of Common Areas of the entire Project.

5.4.4. The drawings, models and other depictions of the Project/ Unit displayed in the office of the Company or in any brochure, advertisement or any other publication including its website are 'provisional' and subject to change either by the competent authority/ architects or the Company during the course of construction without any objection(s) or claim(s) from the Allottee.

5.4.5. The basic sale price per sq. ft. (forming part of the Sale Consideration) is escalation free except a situation where the steel, cement and other construction materials increase beyond 15% from the rates prevalent on the date of the Application Form. It is further agreed and understood that prices of steel and other construction material are based on commodity prices as on the date of the Application Form. The Company is fully authorised to revise the cost of construction materials, labour and other expenses related to the Project and the Unit based on market conditions, changing requirements of the prospective owners of the units in the Project, direction of any statutory bodies or as per Approvals or similar such reasons. The revision, if any, shall be intimated to the Allottee at the time of possession. The Allottee agrees and undertakes to accept the price revision and pay the escalated amount without any objection or challenge whatsoever.

5.5. The Company shall have the right to effect suitable and necessary changes, alterations, modifications, adjustments, variations, amendments and or revisions in the layout plan of the building or block of buildings, if and when found necessary, which alterations may involve all or any of the following changes (including but not limited to) viz. change in the position of Unit, change in the no. of the Unit/or change in its dimensions or change in the height of the building or change in its area. The Allottee understands that to implement any or all of the above changes, supplementary agreement(s), if necessary, certain revised agreements, letters etc. may have to be executed and agrees to execute such documents to effectuate such understanding. It is agreed that if there is any increase in the super area, the rate per sq. ft.

and other charges will be applicable to the changed area. The Allottee(s) agrees that in the event of any increase in the super area, the Company shall be entitled to recover from the Allottee(s), the additional price and such other proportionate charges, costs and expenses as may be applicable. Similarly, the Sale Consideration shall be reduced accordingly in the event of any reduction in the super area of the Unit.

6. PERMITTED USE

- 6.1. The Allottee agrees that it shall use and permit usage of the Unit only for the Permitted Use and no other usage. Any fit-outs, installations within the Unit, including of the Permitted Signages, shall be subject to the approved plans, maps by the Company and shall be at the sole cost and expense of the Allottee. The Company shall not be liable in any manner whatsoever with respect to the same either to the Allottee or any third party. Any such fit-outs, installations shall be carried out and completed without any damage, destruction or physical or financial impact to any of the other units in the Project, to the Project or any third person.
- 6.2. The Allottee understands and acknowledges that it is important to maintain the status and up-market image of the Project and the responsibility of the same is that of the Company by ensuring as to who and under what brand the units comprised in the Project are being used or let-out. It is for this reason that it is important for the Company to control the grant of rights in and to and usage of the units in the Project by its owners/lessees/licensees so that such grant or use does not in any way prejudice the commercial benefits that the other owners/lessees/licensees may derive or expect and also that there is enough variety in the Project for maximum commercial gains of all. In order to maintain the quality and the status associated with the Project and for the reasons specified above, the Allottee shall operate the Unit only for the Permitted Use by itself and shall not lease or license or permit any third party to use the Unit without prior approval of the Company and without compliance with the provisions of this Clause 6.2 and 6.6. If the Allottee chooses not to use the Unit for its own business purposes but to let it out on lease or license basis, the Company shall be deemed to have been appointed by the Allottee as the sole and exclusive agency to operate and maintain the Unit as per the terms contained in clause 6.6 below. Having said that, the Company in no way guarantees or in any way makes a commitment that operation and maintenance of the Unit by the Company under clause 6.6 shall lead to commercial gains for the Allottee.
- 6.3. The Allottee shall obtain all requisite licenses, permits, permissions, approvals, sanctions, registrations from the authorities concerned from time to time, as required for the running and operation of its business and the Permitted Use.
- 6.4. The Allottee acknowledges that a club, a budget hotel and a cineplex will be operated by the Company (either by itself or through any other person) within the Project. Accordingly, the Company may require the Allottee (who chooses to operate the Unit itself) to facilitate promotions of these facilities in the Project through certain schemes to be provided to their customers. The Allottee(s) agrees to be bound by the same. The Allottee acknowledges that such schemes will promote and increase the foot fall of the Project and consequently will be beneficial for the Project as a whole as well as the business of the Allottee to be operated through the Unit.
- 6.5. Taxes in respect of the business of the Allottee (or any subsequent occupant of the Unit) and the Permitted Use shall be the sole liability of the Allottee (or the occupant of the Unit) and will be borne and paid by the Allottee (or the occupant of the Unit). The Allottee (or the occupant of the Unit) shall be liable for compliance of applicable laws with respect to its business operated from the Unit (if any) and the Permitted Use and no cost or consequence thereof shall be borne by, apply to or claimed against the Company in any manner whatsoever by any third party including any government authority.
- 6.6. If however, the Allottee is unable to use the Unit as mentioned in Clause 6.2, the Company shall be deemed to have been appointed by the Allottee as the sole and exclusive agency to operate and maintain the Unit as per the terms contained herein below:
 - 6.6.1. The Company shall be deemed to be authorised (or authorised vide a separate power of attorney) by the Allottee to enter into enabling lease/license agreements with a prospective lessee/licensees of the Unit ("**Lessee/Licensee**") on such terms and conditions, for such purposes and for such consideration as the Company and the Lessee/Licensee may mutually agree by execution of a lease/licence agreement ("**Lease/License Agreement**"). The Allottee shall have no right to decide or participate in deciding the terms of the Lease/License Agreement and the Allottee shall not in any manner whatsoever restrict or interfere in the usage of the Unit by the Lessee/Licensee. The purposes for which the Unit may be used by the Lessee/Licensee shall be exclusively decided by the Company and the Lessee/Licensee;

- 6.6.2. The Lease/License Agreement to be entered into with the Lessee/Licensee may provide for use of the Unit in conjunction with one or more units or the Unit may be divided for use by two or more Lessee/Licensee as the Company may deem fit. It is agreed that the Company shall be entitled to use the Unit in any manner as they may deem fit to get best commercial terms with the Lessee/Licensee for the benefit of the Allottee;
- 6.6.3. The Lessee/Licensee shall pay rent/license fee and other consideration including any advance payments, security deposits etc. to the Company in consideration for use of the Unit on such terms as may be decided by the Company ('**Rent/License Fee**');
- 6.6.4. The Company shall collect the Rent/License Fee attributable to the Unit from the concerned Lessee/Licensee(s) and make the payment of such Rent/License Fee to the Allottee within 30 days of receipt thereof, after deduction of the maintenance charges. It is however agreed that in the event the Lessee/Licensee defaults or delays the payment of the Rent/License Fee for the Unit or breaches the provisions of the Lease/License Agreement, the Company shall not be under an obligation to pay the Allottees' portion of the Rent/License Fee to the Allottee until the same is paid by the concerned Lessee/Licensee. For the removal of doubt, the obligations of the Company is limited to collection of the Rent/License Fee pursuant to the terms of the Lease/License Agreement and are not obligated in any manner whatsoever to make the payment of such Rent/License Fee for the Unit in the event the Lessee/Licensee does not pay or delays the payment of the same.
- 6.6.5. Without assuming any obligation of any nature whatsoever, the Company agrees to forthwith intimate the Allottee of any delay or default of the concerned Lessee/Licensee in payment of Rent/License Fee so that the Allottee may take appropriate action against the concerned Lessee/Licensee and for this purpose, the Company shall provide all necessary assistance and required documents, information as may be reasonably required by the Allottee.
- 6.6.6. It is agreed that the Allottee shall be entitled to inspect the copies of executed Lease/License Agreements entered into with the Lessee/Licensee for the Unit.
- 6.6.7. The Allottee agrees to execute a specific power of attorney instrument in favour of the Company simultaneous to the execution of the Unit Buyer Agreement to authorize the Company to enter into Lease/License Agreements, collect Rent/License Fee from the Lessee/Licensee for the Unit and to pay such Rent/License Fee to the Allottee.

7. ALLOTTEE'S UNDERTAKINGS AND COVENANTS

- 7.1. The Allottee covenants, undertakes and agrees that the Allottee shall not and cause not to do, or any of the employees, agents, owners, managers (including that of occupants of the Unit, if any) shall not do, any of the following acts:-
- 7.1.1. damage any flooring or ceiling or any part of the Unit or any part of the Project or in any manner interfere with the use thereof or of any Common Areas.
- 7.1.2. close or in any manner obstruct or restrict the use of the Common Areas.
- 7.1.3. make any alterations in any elevations and outside colour scheme of the external walls or both the faces of external doors of the Unit which in the opinion of Company differ from the colour scheme of the Project except Permitted Signages. It is hereby clarified that while the Allottee shall be free to decide on the interiors and the colour scheme of the Unit, the Allottee shall not change the colour and facade of exterior of the Unit or the Project or any part thereof.
- 7.1.4. cause noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags or garbage etc., anywhere save and except in areas/places specifically earmarked for the purposes in the Project.
- 7.1.5. anything which would expose the Project or the Common Areas to any kind of risk or loss, whether physical, legal or otherwise be unbecoming of Project.
- 7.1.6. demolish, make or cause to be made any additions or alterations or unauthorized constructions of whatsoever nature to the Unit or any part thereof, and shall not chisel/drill or in any other manner cause damage to columns, beams, walls, slabs/concrete or other structural support. Further, no damage to the buildings

of the Project would be caused in any manner and all consideration of safety, fire fighting systems will have to be observed / maintained.

7.1.7. divide or sub-divide the Unit in any manner.

7.1.8. store/stock/bring into/keep in the Unit any goods/ material/fluid/chemical/substance of explosive/hazardous/ combustible / flammable nature (except as may be required for operating the Unit for a specific purpose as pre-approved by the Company and subject to such terms and conditions as may be imposed by the Company) or any act which has effect of doing so, either directly or through any of the Allottee's agents, servants, employees, licensees, or visitors, which may cause risk by fire, or which, on account of their nature or particular characteristic, may cause damage to or endanger and/or expose to risk of such damage, to the structure or safety of the buildings or neighboring buildings of the Project, and/or the assets of the other occupants or the equipment in the Project.

7.1.9. anything which may endanger the occupation of the other areas or be a source of nuisance to others;

7.1.10. make any obstruction on any parking spaces, use the parking area for any illegal immoral activity or keep or leave any vehicle or other belongings in the parking area beyond permitted usual hours of the Project.

7.2. The Allottee further agrees, acknowledges and undertakes that:

7.2.1. No immoral, improper, offensive or unlawful use shall be made of the Unit or the Project or any part thereof. Further, the Unit shall not be used in a manner which will be a nuisance or be obnoxious to the other occupants of the Project. The Allottee shall not do any act or omission which will make it difficult for the other buyers to enjoy and make the best possible use of the units and the Project.

7.2.2. The Allottee shall adhere to and abide by all laws, bye-laws, rules and regulations of any government having jurisdiction including the provisions of any other laws applicable earlier or made applicable hereafter to the Unit/Project and as maybe amended from time to time, and to pay all applicable taxes.

7.2.3. The Allottee shall allow the officers and employees of YEA and the Company and/or its nominated maintenance agency to enter the Unit at all reasonable times and after reasonable notice for the purpose of ascertaining whether the Allottee is in compliance with the terms of these T&C, the Original Lease Deeds and/or the applicable laws.

7.3. The Allottee agrees that in the event of any additional levy of any charges, taxes, duties by any government authority related to the Project or any part thereof, the Company shall recover the same from the allottees/owners of the units comprised in the Project proportionately, including the Allottee, notwithstanding that the levy was imposed before or after these T&C.

7.4. The Allottee(s) shall reimburse to the Company on demand, including but not limited to, all government rates, taxes, cesses, stamp duty, levies, charges, payments penalties, fines and any other such outgoings, levy of proportionate development charges of any nature whatsoever, whether levied or leviable now or in future on the Unit or the Project as the case may be, as assessable/applicable from the date of Booking Form and the same shall be borne and paid by the Allottee(s).

7.5. The Allottee shall, at all times, comply with the terms of the Original Lease Deeds (to the extent the same is applicable to it) and the applicable laws and guidelines prescribed by the Company from time to time;

7.6. The Allottee shall ensure that the employees, visitors and persons visiting, working or in any way present in the Unit do not create any disturbance or undertake any illegal activities and in case of any hostilities, strikes, protests or any other aggressive behavior by any such persons, the Allottee shall ensure that the same is resolved as soon as possible and immediate legal action is taken including taking necessary criminal action.

7.7. The upkeep, maintenance and management of Common Areas including operation and up keep of plant and machinery shall be organized by the Company or its nominated maintenance agency. For this purpose, the Allottee agrees to enter into a separate Maintenance Agreement.

- 7.8. The Allottee may, subject to such conditions as may be prescribed by the Company, give the Unit on lease or license basis to a third party provided that (i) the Company shall not be liable to provide any assurance or shall not be bound by any terms of such lease or license (ii) the terms of these T&C including with respect to usage, upkeep, maintenance, payment of charges, Taxes shall mutatis mutandis apply to such proposed licensee or sub-lessee and (iii) the Allottee shall remain liable for strict compliance of the terms of these T&C by it and such proposed licensee or sub-lessee.
- 7.9. In the event the Company wishes to sell, dispose, encumber or transfer in any manner, the Project or any part thereof (including without limitation transfer of Company's sub-lease rights under the Original Lease Deeds as well as the right to develop and manage the Project in whole or in parts to any other entity/person by way of assignment, merger, amalgamation, transfer of shares of the Company or any arrangement whatsoever) and which may require assignment or amendment of these T&C or may require the Allottee and the Company to execute a new agreement, the Allottee undertakes to cooperate and execute such agreements, documents, undertakings as may be reasonably required by the Company and shall not raise any objection whatsoever for the same.
- 7.10. The Allottee agrees and undertakes to co-operate with the Company at all times, and shall, from time to time, sign and execute all applications, papers, documents, Maintenance Agreement and all other relevant papers, do all the acts, deeds and things as the Company may require for the purposes of giving effect to the terms of these T&C, and for safeguarding the interests of the Company and other units, in relation to the Project
- 7.11. The Allottee(s) acknowledge and agree that the parking area of the Project will be managed by the Company/maintenance agency or any other agency as may be deemed fit by the Company. The Allottee(s) shall not have any reserved parking, unless it pays such charges for the same as may be determined by the Company. The Allottee(s) or any person working for or otherwise visiting the Unit shall pay the parking charges as will be levied by the Company/maintenance agency, unless a reserved parking is procured by the Allottee(s), in which case such reserved parking shall be used as per the terms and conditions as will be intimated by the Company at the time of allotment of such reserved parking and from time to time.
- 7.12. The basement(s), terrace and service areas, if any, as may be located within the Project, as the case may be shall be earmarked by the Company to house services including but not limited to electric sub-stations, transformers, generator sets, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and other equipments etc., exclusive/ reserved car-parking (if any) and other permitted uses as per zoning/ building plans. The Allottee shall not be permitted to use the basement, terrace and service areas in any manner whatsoever, and the same shall be reserved for use by the Company or its nominated maintenance agency and its employees for rendering maintenance / ancillary / support services. Likewise, the staircases are meant for ingress/ egress from/ to the Project. The Allottee shall not object to any movement of goods etc. by the Company or its nominated maintenance agency through the staircases. It is made abundantly clear that Allottee shall have only Use Rights to be exercised along with other occupants / users of the Project over or in respect of all or any Common Areas. The Company, in its sole discretion, shall be entitled to lease/ sell or allow exclusive use/ possession of any Common Area to any person or entity, without causing any dilution / hindrance in Use Rights of the Allottee. The Allottee shall keep the Company indemnified and harmless against any breach/ violation of these covenants.
- 7.13. The Company reserves the right to give on lease or license any part of the top roof/ terraces above the top floor of the Project for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use / hire/ lease / license the same for signage purposes or to make any further construction(s) thereupon for its own use or sale and the Allottee agrees that it shall not object to the same and make any claims on this account. It is made abundantly clear that top roof/ terraces above the top floor of the Project is not included in the Common Areas and the Allottee shall have no rights, title or interest whatsoever in or to the same and the same shall be used solely by the Company in the manner as it may deem fit.
- 7.14. The Allottee shall, if so called upon by the Company, at any stage, through a notice in writing to that effect, be solely responsible to maintain the said Unit at its own cost, in a good repair and condition and shall not do or suffer to be done anything in it or to the Project or the Unit or the Common Areas or shall not use or have access to the top roof/ terraces above the top floor of the Project or do anything which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition, repair and maintain the same in a fit and proper condition.
- 7.15. The Allottee further undertakes, assures and guarantees that it would not put any sign-board/ name-plate, neon-light, publicity material or advertisement material

etc. on the face / facade of the Unit/Project except the Permitted Signages or anywhere on its exterior or Common Areas. Air conditioners / coolers or any other plant and machinery, equipments or materials, if at all permitted by the Company / maintenance agency, shall be installed by the Allottee at places earmarked or approved by the Company and within the Unit only. The Allottee shall also not change the color scheme of the outer walls or painting of the exterior side of doors and windows etc. or carry out any change in the exterior elevation or design.

- 7.16. The Allottee may install, use and display the Permitted Signages provided that the same is at its own cost, the same is not infringing any personal, personality or intellectual property rights of any third party and the same is not obscene or against public order.
- 7.17. The Allottee hereby authorizes and permits the Company to raise finance / loan from any financial institution/ bank by way of mortgage / charge / securitization of receivables or in any other mode or manner by charge / mortgage of the said Project/ Project Land subject to the condition that the said Unit shall be free from all encumbrances at the time of giving the possession to the Allottee. The Company / appropriate authority shall always have the first charge on the said Unit for all their dues and other sums payable by the Allottee. The Allottee agrees that no lien or encumbrance shall arise against the said Project/ Project Land as a result of these T&C or any money deposited hereunder by the Allottee. In furtherance and not in limitation of the provisions of the preceding sentence the Allottee agrees that the provisions of these T&C are and shall continue to be subject and subordinate to the lien of any mortgage theretofore or hereafter made / created by the Company and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof to the fullest extent and such mortgage(s) or encumbrances shall not constitute an objection to the title of the said Project/ Project Land or excuse the Allottee from completing the payment of consideration for the said Unit or performing all other obligations hereunder or be the basis of any claim against or liability of the Company.
- 7.18. It is abundantly made clear that in respect of all remittances with regards to granting of rights in and transfer of the said Unit it shall be the sole responsibility of non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law in this regard and provide the Company with such permissions, approvals, sanctions, consents of the concerned authorities which would enable the Company to fulfill its obligations under these T&C. Any refund, transfer of security if provided in terms of these T&C shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/her/their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Company accepts no responsibility in this regard and the Allottee(s) agrees and undertakes to indemnify and keep the Company fully indemnified and harmless from any harm, injury, losses, claims and demands which may be caused to it due to the non-observance of the applicable rules and regulations in this regard.
- 7.19. Any assignment, sale, encumbrance or transfer of the rights and obligations of the Allottee under these T&C shall be subject to prior written permission of the Company which shall not be unreasonably withheld and shall be subject to (i) payment of Transfer Charges; and (ii) issue of a no-dues certificate by the Company.
- 7.20. It is specifically agreed that any transfer, assignment, sale, disposal or creation of lien, encumbrance or any other third party in or to or in relation to these T&C or rights in or to the Unit (collectively, "**Transfer**") shall be done only after payment of atleast 30% of the Sales Consideration by the Allottee. Further, such Transfer shall be subject to the prior written consent (no objection) of the Company and subject to such terms and conditions, including levy of such charges @ INR 140 per sq. ft. (or as may be revised from time to time, at the Company's sole discretion) for the entire area of the Unit, costs as the Company may deem fit in general or on a case to case basis. In the event of a Transfer, the Allottee agrees to execute such documents, deeds, agreements as the Company may prescribe and procure execution thereof by the proposed transferee.

8. REPRESENTATIONS AND WARRANTIES

- 8.1. The Company represents and warrants that it has all necessary corporate, statutory and legal power and entitlement to execute and deliver these T&C and perform all of its obligations hereunder.
- 8.2. The Allottee represents and warrants as follows:

- 8.2.1. The Allottee has all necessary corporate, statutory and legal power and entitlement to execute and deliver these T&C and perform all of its obligations hereunder. In case the Allottee is an individual (executing individually or jointly with other individual(s) or representing any firm, entity or as a karta of an HUF), he represents that these T&C have been executed by him with sound mind and under no duress, undue influence or coercion.
- 8.2.2. In case the Allottee is a body corporate, it is duly incorporated, validly existing and in good standing under the applicable laws. Neither the execution nor delivery of these T&C nor the compliance with the terms of these T&C will violate the constitution documents of the Allottee.
- 8.2.3. The execution and performance of these T&C does not constitute any breach of any applicable laws, contract, agreement, arrangement or understanding to which the Allottee may be subject to in any capacity nor will it violate any of the terms or provisions of any judgment, decree or order or any statute, rule or regulation applicable to the Allottee.
- 8.2.4. The Allottee has executed these T&C after due consideration and understanding of the terms hereof and has taken necessary legal advise in relation thereto.
- 8.2.5. The Allottee has undertaken all necessary due diligence on the Project Land, the Project and the Unit, with respect to the rights of the Company and is fully satisfied with regard to the rights and interest of the Company, the Project and the Unit and the Company's right and authority to develop and construct the Project. The Allottee has understood all limitations and obligations of the Company in respect thereof. The Allottee assures the Company that the investigations by the Allottee are complete and the Allottee is fully satisfied that the Company is competent to enter into these T&C and that there shall not be any further objections, observations, complaints or queries with respect to the aspects covered in this Clause 8.2.5.
- 8.2.6. The Allottee acknowledges that the Company has provided all information and clarifications as required by the Allottee and that the Allottee has not unduly relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the Project and/or the Unit (including the size and dimensions and any other physical characteristics thereof), the services to be provided by the Company, the estimated facilities/ amenities to be made available to the Allottee or any other data except as specifically represented in these T&C and that the Allottee has relied solely on the Allottee's own judgment and investigation(s) in deciding to enter into these T&C to purchase the Unit. No oral or written representations or statement (except as set out herein) made by or on behalf of any party, shall be considered to be part of these T&C and that these T&C shall be self contained and complete in itself in all respects.
- 8.2.7. The Allottee agrees and acknowledges that the Allottee is entering into these T&C with full knowledge of all the laws, rules regulations, notifications, statutory provisions applicable to the Project and the Unit including but not limited to the terms and conditions of the YEA Lease Deed and Sub-Lease Deed as applicable to the Project and the Unit and that the Allottee has clearly understood the Allottee's rights, duties, responsibilities, obligations thereunder, and agree to abide by the same.

9. TERM AND TERMINATION

- 9.1. The term of these T&C shall commence on the Application Date and shall, subject to this Clause 9, extend till the YEA Lease Deed and the Sub-Lease Deed are in force and effect. It is however agreed that these T&C shall terminate if the Application Form is rejected by the Company within 30 days from the Application Date;
- 9.2. The Company shall be entitled to terminate these T&C on occurrence of one or more of the following events:
 - 9.2.1. The Allottee delays in payment of the Sale Consideration as per the payment mechanism provided in the Provisional Allotment Letter or maintenance charges under the Maintenance Agreement or any sums payable under these T&C for a continuous period of more than 6 months and has delayed or defaulted in payment of interest as per terms of these T&C for the said period of 6 months or both;
 - 9.2.2. The Allottee or any of its employee, agent, director, partner, shareholder, relative or any person claiming through or under them ('Breaching Parties') are

found to be in material breach of the provisions of these T&C or any document, agreement or instrument executed pursuant hereto or which may apply to the Breaching Parties and the said material breach is not cured within a period of 30 days from the date the same is notified by the Company to the Allottee.

On termination of these T&C by the Company under this Clause 9.2, the Company shall refund the Sales Consideration (or part thereof) already received by the Company till such date after deduction of an amount equivalent to the aggregate of (i) 10% of the Sale Consideration; and (ii) the interest amount accrued upto the date of termination in terms of Clause 3.3 above.

- 9.3. The Allottee may terminate these T&C or cancel the Allotment in case of any default by the Company to deliver possession of the Said Unit within the stipulated period (including the grace period) as mentioned in these T&C. Upon expiry of the aforesaid period and upon a request for cancellation by the Allottee to the Company, the Company shall refund the amount as has been received from the Allottee by the Company in accordance with these T&C along with 12% per annum simple interest thereon.
- 9.4. If the Allottee terminates these T&C or cancel the Allotment for any reason other than as aforementioned, the Company shall refund the Sales Consideration (or part thereof) already received by the Company till such date in accordance with these T&C after deduction of 10% thereof and without any interest thereon. If however, such cancellation by the Allottee is during the period where the Allottee has delayed payments towards Sales Consideration in accordance with the terms of these T&C, the Company shall refund the Sales Consideration (or part thereof) already received by the Company till such date after deduction of an amount equivalent to the aggregate of (i) 10% of the Sale Consideration; and (ii) the interest amount accrued upto the date of termination in terms of Clause 3.3 above.
- 9.5. In the event of termination as per Clause 9.2 or Clause 9.3 above, the Company shall be entitled to take the possession of the Unit and shall be free to deal with the same in the manner it deems fit including further conveyance of the same.
- 9.6. These T&C or any document, agreement or instrument executed pursuant hereto or which may apply to the Parties shall automatically terminate on termination of the YEA Lease Deed or the Sub-Lease Deed or the same shall be automatically assigned either to YEA or JIL or JC World Hospitality Pvt. Ltd. or to their direction.

10. INDEMNITY

The Allottee or any of its employee, agent, director, partner, shareholder, relative or any person claiming through or under them (collectively, the '**Indemnifying Party**') hereby agrees to jointly and severally indemnify, defend and hold harmless the Company, its directors, officers, representatives, employees and agents and persons claiming title, rights and interest under it (collectively the '**Indemnified Parties**' and individually each an '**Indemnified Party**') from and against any and all damages, losses, penalties, fines, fees, liabilities, obligations, claims, penalty, costs, charges, Taxes, interest or expenses (including without limitation, reasonable attorney's fees and expenses and cost of enforcing this Clause 10) (collectively '**Losses**') arising out of or suffered, incurred or paid, directly or indirectly by the Indemnified Party or Parties, as a result of:

- 10.1. Breach by Indemnifying Parties of any obligation, covenant, representation, warranty or undertaking under these T&C, the Application Form, the Provisional Allotment Letter, the YEA Lease Deed, the Sub-Lease Deed or any document, agreement or instrument executed pursuant hereto or which may apply to the Parties; and/or
- 10.2. Breach of any applicable laws by Indemnifying Parties;
- 10.3. Any act of fraud, misconduct, misrepresentation or misfeasance on the part of the Indemnifying Parties;

11. GOVERNING LAW AND DISPUTE RESOLUTION

- 11.1. These T&C shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India as applicable in Noida and subject to Clause 11.2 below, civil courts at Noida alone shall have jurisdiction in all matters arising out of and/or concerning these T&C.

- 11.2. Any dispute or difference ('Dispute') arising out of or in connection with the interpretation or implementation of these T&C, or out of or in connection with the breach, or alleged breach of these T&C, which cannot be amicably resolved between the Parties within thirty (30) days from the raising of the Dispute by one Party with other Party shall be referred to and settled by arbitration to be held in New Delhi in accordance with the Arbitration and Conciliation Act, 1996 by a sole arbitrator appointed mutually by the Parties. The language of the arbitration shall be English. Any arbitration award by the arbitrator shall be final and binding upon the Parties, shall not be subject to appeal, and shall be enforced by judgment of a court of competent jurisdiction.

12. MISCELLANEOUS

- 12.1. All notices, requests, claims, demands and other communications under these T&C shall be in writing addressed to the Party concerned at the address stated in these T&C (details of parties) and, or any other address subsequently notified to the other Parties for the purposes of this Clause in writing; and shall be deemed delivered / received (a) on the date of delivery, upon delivery in person or if sent by facsimile (receipt of which is confirmed), (b) on the day after delivery, if sent by registered or certified mail (postage prepaid, return receipt requested), or (c) one (1) business day after having been sent by express mail through an internationally recognized overnight courier.
- 12.2. These T&C may be amended or varied only by way of a written agreement between the Parties.
- 12.3. No waiver of any breach of any provision of these T&C shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- 12.4. The persons signing these T&C represent and covenant that they have the authority to sign and execute this document on behalf of the Party for whom they are signing.
- 12.5. All costs in relation to the stamp duty and registration fee payable on these T&C and renewal thereof, and or any document, agreement or instrument executed pursuant hereto or which may apply to the Parties shall be borne by the Allottee only.
- 12.6. The provisions of clauses 1, 4.6, 9.2, 9.3, 9.4, 9.5, 10, 11, 12.1, 12.5 and 12.6 of these T&C and all indemnity obligations of the Parties under these T&C shall survive the termination of these T&C.

Signatures:

JC World Hospitality Pvt. Ltd.

Sole/First Applicant

Second Applicant

DOCUMENTS TO BE SUBMITTED WITH BY THE APPLICANT

1. 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)

2. 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.

3. 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 from to buy property on behalf of the company duly authenticated by any other Director of the Company.

4. 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

5. NRI/Foreign National of Indian Origin
 - Copy of PAN card
 - Copy of the individual's Passport
 - NRI Declaration Form, in the prescribed format
 - 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.

6. Three (3) Passport size photographs of each applicant(s) is required in all case.