

VICTORY
PROJECTS
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GOLF GREEN
A V E N U E
————— Jaypee Sports City —————

-: Application Form :-



APPLICATION FORM

APPLICATION FOR REGISTRATION FOR ALLOTMENT

OF

UNIT/FLAT/APARTMENT IN PROPOSED GROUP HOUSING
RESIDENTIAL PROJECT

GOLF GREEN AVENUE

AT

PLOT NO. GH - P4, SECTOR - 25, JAYPEE GREEN SPORTS CITY SDZ
YAMUNA EXPRESSWAY, GAUTAM BUDH NAGAR, UTTAR PRADESH

APPLICANT NAME _____

UNIT No. _____ SIZE _____

To,
VGA Developers Private Limited
702-704, D-Mall,
Netaji Subhash Place,
Pitampura,
New Delhi-110034

**Subject: Application for registration for allotment of Unit /Flat / Apartment
in Group Housing Residential Project Golf Green Avenue at PLOT
NO. GH-P4, SECTOR 25, JAYPEE GREEN SPORTS CITY SDZ,
YAMUNA EXPRESSWAY, G. B. NAGAR, UTTAR PRADESH.**

Dear Sir/Madam,

1. I/We request that I/We may be registered for allotment of a Unit /Flat / Apartment in your group housing Residential Project to be developed by VGA DEVELOPERS PRIVATE LIMITED (hereinafter referred to as the Company/Builder) at PLOT NO. GH-P4, SECTOR 25, JAYPEE GREEN SPORTS CITY SDZ, YAMUNA EXPRESSWAY, G. B. NAGAR, UTTAR PRADESH.

PARTICULARS OF THE APPLICANT

My/Our particulars as mentioned below may be recorded for reference and communications.

FIRST APPLICANT

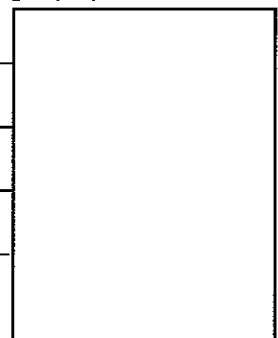
(Compulsory to fill all the details along with a passport size photograph)

Mr./Mrs./Ms. _____

S/W/D of _____

Age _____ Date of Birth _____

Name of Guardian (In case of Minor) _____



Nationality _____

Occupation _____

Residential Status

Resident/Non Resident /Others _____

Residential Address _____

Telephone Number _____ Mobile No. _____

E-Mail _____

PAN Number _____

Voter ID/Adhar No: _____ Passport No. _____

SECOND APPLICANT

Mr./Mrs./Ms. _____

S/W/D of _____

Age _____ Date of Birth _____

Name of Guardian (In case of Minor) _____

Nationality _____

Occupation _____

Residential Status

Resident/Non Resident /Others _____

Residential Address _____

Telephone Number _____ Mobile No. _____

E-Mail _____

PAN Number _____

Voter ID/Adhar No: _____ Passport No. _____

THIRD APPLICANT

Mr./Mrs./Ms. _____

S/W/D of _____

Age _____ Date of Birth _____

Name of Guardian (In case of Minor) _____

Nationality _____

Occupation _____

Residential Status

Resident/Non Resident /Others _____

Residential Address _____

Telephone Number _____ Mobile No. _____

E-Mail _____

PAN Number _____

Voter ID/Adhar No: _____ Passport No. _____

OR

FIRM/ COMPANY/ SOCIETY/ TRUST/ HUF/ PROP./ OTHERS

M/s. _____, a Partnership

Firm duly registered under the provisions of Indian Partnership Act, 1932,
through its partner Mr./Mrs./Ms. _____

authorized by a resolution dated _____ (copy of the resolution
signed by all Partners required). PAN/ TIN _____

Registration No. _____ Tel: (O) _____

(R) _____ (M) _____

OR

M/s _____, a Company

registered under the provisions of Companies Act, 1956, having its registered
office at _____

through its Director or duly authorized signatory Mr./Mrs./Ms
_____ authorized vide a Board Resolution

dated _____ (Copy of Board Resolution along with a certified
copy of Memorandum & Articles of Association required). PAN/TIN

_____ Registration No. _____

Tel : (O) _____ (R) _____

(M) _____

2. I/We agree and note that the allotment of Unit/Flat/ Apartment is entirely at
the sole discretion of the company/Builder and the company/builder has the

right to reject any offer without assigning any reason thereof and without incurring/carrying any liability towards cost/damage/interest etc. except that registration amount received on registration or any other amount received thereafter shall be refunded to the applicant without interest. However it is explicitly explained by the company and understood/agreed by me/us that the mere application for registration for the allotment of unit does not give any ownership right to me/us in the unit/ flat.

3. I/We further agree and undertake to sign and execute, as and when required, the Allotment letter containing terms and conditions of allotment, Maintenance agreement, conveyance deed/sub Lease Deed or any other related documents as prescribed in company/builder standard formats.

4. I/We hereby remit a sum of Rs. _____ (Rupees _____)

By Demand Draft/Cheque No. _____ Dated _____ Drawn On _____ in favour

of VGA DEVELOPERS PVT. LTD. However, I/We agree and undertake to abide by the terms and conditions of payment schedule explained to me at the time of signing of this application form and agrees to pay further installments of the sale price and other charges as stipulated /called upon by the company /builder.

5. I/We further agree and undertake that in case cheque comprising registration amount is dishonored due to any reason, the company / builder shall have the sole right to cancel the registration without giving any notice to me/us.

6. I/We further agree and undertake that my/our application shall be considered as incomplete if I/We do not provide photographs and required documents and its Annexure to the company as and when demanded by the company/builder.

7. **Details of Registration of Flat & Payment plan Opted are as under.....**

- A. Flat Number_____ B. Tower No._____
- C. Floor_____ D. Type_____
- E. SuperArea_____ Sq m (Approx)_____ Sq ft. (Approx)
- F. Car Parking - Surface(_____)Nos. G. Covered Parking(_____)Nos.
- H. Payment Plan Opted.
- i. Plan - A. Down Payment Plan (____)
- ii. Plan - B. Construction Linked Plan (____)
- iii. Plan - C. Construction Linked Plan II (____)
- iv. Plan - D. Subvention Payment Plan (____)
- vi. Plan - E. Special Payment Plan (____)
- I. Payments.
- i. Basic Sale Price @ Rs. _____
- ii. Preferential Location Charges @ Rs. _____ if applicable.
- iii. External Development Charges @ Rs. _____
- iv. Infrastructure Development Charges @ Rs. _____
- v. Car Parking space Charges - Surface@ Rs. _____ Per Parking,
Covered @ Rs. _____ Per parking.
- vi. Interest Free Maintenance Security Deposit _____
- vii. Club Membership Registration Charges Rs. _____
- viii. Electric Sub-station Charges @ Rs. _____
- ix. Other Charges, if any _____

(Service Tax is chargeable as per Government rules at the time of payment)

TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR THE ALLOTMENT OF UNIT/FLAT/APARTMENT IN THE PROJECT "Golf Green Avenue" at PLOT NO. GH-P4, SECTOR 25, JAYPEE GREEN SPORTS CITY SDZ, YAMUNA EXPRESSWAY, G. B. NAGAR, UTTAR PRADESH.

Whereas the right of the intending Allottee will be restricted up to allotment of Unit/Flat/Apartment in Group Housing Project mentioned hereinabove on the following terms and conditions relating only to the above said Group Housing Project to be constructed thereon:

Whereas all terms & conditions of YEIDA comprising in the lease deed of the above plot executed in favour of the company/builder shall also be applicable to the intending Allottee.

1. The building plans of proposed Group Housing Project will be submitted / sanctioned to/by the YEIDA. The project will have Unit /Flat /Apartment of different sizes and dimensions in various blocks therein.
2. Except the particular Unit/Flat/Apartment allotted, the Applicant shall have no claim or right of any nature or kind whatsoever in respect of other/unsold Unit/Flat/Apartments, open spaces, parking spaces/places, lobbies, staircases, lifts, terraces, roofs, parks, basements, parking spaces except the Unit/Flat/Apartment specifically which has been allotted by an agreement to Allottee and the right to use common area and facilities upon payment of proportionate charges.
3. That as per the layout plan it is envisaged that the apartment on all floors shall be sold as an independent apartment with undivided share in the land area underneath the plot. The intending Allottee shall not be permitted to construct anything on the terrace. However, the Company/Builder shall have the right to explore the terrace in case of any change in the F.A.R. to carry out construction of further unit/flat/apartment in the eventually of such change in the F.A.R. However, if as a result thereof, there is any change in the boundaries or areas of the shared unit/flat/apartments, the same shall be valid and binding on the intending Allottee.
4. That the covered area shown in the brochure/Map or any other document has been calculated on brick wall to brick wall basis.
5. That the intending Allottee is/are aware of and has/have knowledge that the building plan are tentative and agreed that the Company/Builder may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the Company / Builder, the government / YEIDA, any other local authority or body having jurisdiction. Permission from the intending Allottee are not required for making such changes and alterations in building plans.
6. That any person shall not become the Allottee of the company/builder by merely paying booking amount of the Unit/Flat/Apartment. Unless and until unit /Flat / Apartment is allotted in favour of allottee he/she/it/they cannot be considered to be the Allottee of the company/builder.
7. That the installments in respect of payment of Unit/Flat/Apartment will be due at the intervals, as per prescribed payment plans laid down by the Company/Builder. In case payment is not received within stipulated period as mentioned in the payment plan or in the breach of any terms and conditions of allotment by the Allottee, the allotment will be treated as cancelled and

15% of the Basic sale price of the unit/flat/apartment will be forfeited and balance amount, if any, will be refunded to the applicant without any interest.

8. That Due to any unforeseen and unavoidable circumstances unit / flat / apartment is cancelled or entire project is abandoned by VGA DEVELOPERS PVT. LTD. then amount deposited shall be refunded to the applicant without any interest.
9. That the schedule of installments under payment plan shall be final and binding on the intending Allottee. It is made clear that the timely payment of installment of flat is the essence of this allotment.
10. That the sanctioned Building plan displayed at the site office or at Registered office of M/s VGA DEVELOPERS PVT. LTD. are provisional and tentative and are subject to change at the sole discretion and instance of the sanctioning authorities or the Company/Builder and the change can be made during the course of construction without any objection or claim from the intending Allottee.
11. That the intending Allottee consents that the Company/Builder can make any type of change in layout/elevation/design including but not limited to alteration in the open spaces, green area or parking spaces etc as and when required or deem fit by the Company/Builder.
12. That any request for any change in construction of any type in the apartment from the intending Allottee will not be entertained.
13. That the intending Allottee will pay interest Free Maintenance Security (IFMS) and Individual Electric Meter Connection Charges as applicable.
14. That if for any reason, whether within or outside the control of the Company/Builder, the whole or part of the Scheme is abandoned, no claim shall be preferred by the Allottee against the company/builder, except that money deposited by the Allottee to the company/builder.
15. That any other connected or incidental expenses i.e. Cost of Stamp Duty for registration of the Sub lease deed/conveyance deed and applicable registration charges/fees miscellaneous expenses and Advocate legal fee/charges shall be borne and paid by the intending Allottee. The intending Allottee shall be responsible and liable for paying any deficiency in stamp duty and undervaluation of the Agreement/ documents to be executed for the purpose of stamp duty.

16. That the intending Allottee shall be under an obligation to abide by all laws, rules and regulations of the YEIDA and of the proposed Body Corporate, Association of the buyers (as and when formed till then as prescribed by the Company /Builder) and shall be responsible for all deviations, violations or breach of any of the conditions of law /bye laws or rules and regulations after the completion of the project. The unit /flat / apartment shall be used for the purpose for which it is allotted.
17. Further, if there is any Service Tax, VAT, Trade Tax and any additional levies, Rates, Taxes, Charges, Compensation to the farmers, Cess and fees etc. or any other levy as assessed and attributable to the Company/Builder as a consequence of order from the Government/Noida Authority/Statutory/ other local authority(s) or court order, in that case the intending Allottee shall be liable to pay his/her/their proportionate share.
18. That the intending Allottee shall get his/her/their complete address registered with the Company/Builder at the time of booking and it shall be his responsibility to inform the Company/Builder by registered AD letter/courier about subsequent change, if any, in his/her/their address, failing which all demand letters/notices and letters posted at the first registered address will deemed to have been received by him/her/them at the time when those should primarily reach and the intending Allottee shall be responsible for any default in payment and other consequences that might occur there form.
19. The Applicant agree that the allotment of the Said Unit/Flat/Apartment is not assignable nor the name of the Applicant can be added, substituted and/or deleted. However, the Company/Builder may, at its sole discretion, on such terms and conditions and subject to applicable laws and notifications or any governmental direction, permits the Applicant to get the name of his nominee/ transferee /assignee substituted, added and/or deleted in his place. The Company/Builder at the time of granting permission may impose such terms and conditions and transfer/administrative charges as per its discretion prevailing at the time of transfer. The Applicant shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such addition, deletion and/or substitution.
20. The Company/Builder has not authorized any broker/property agent/sales organizer to issue credit notes or any cash back schemes. The broker/property agent/sales organizer is not authorized to collect cash from the intending Allottee. However, if the intending Allottee accepts any credit notes or any cash back schemes from the broker/ property

agent/sales organizer or gives cash to any broker/property agent/sales organizer, the Company/Builder is not liable for the same and the intending Allottee shall do so at his/her risk and cost.

21. All the terms & conditions of the lease deed of the plot executed by YEIDA shall be applicable to Applicant(s). The building plans of the proposed group housing shall be submitted to/sanctioned by YEIDA. The project will have residential and commercial Units.
22. The Applicant may obtain finance from any financial institution/bank or any other source but the Applicant obligation to purchase the Said Unit/Flat/Apartment pursuant to this Agreement is not to be contingent on the Applicant ability or competency to obtain such financing and the Applicant will remain bound under this Agreement whether or not the applicant has been able to obtain loan from the bank for the purchase of the Said Unit/Flat/Apartment. It is made clear for the purpose of abundant clarity that any refusal of sanction of loan or financial assistance by the particular institution/bank shall not be an excuse for non-payment of further installment/dues under this agreement.
23. The Company/Builder shall have the right 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/Said Land subject to the conditions that the Said Unit /Flat / Apartment shall be free from all encumbrances at the time of execution and registration of Sub-Lease Deed. The Company/Builder/financial institution/ bank, as the case may be, may always have the first lien/charge on the said Unit/Flat/Apartment for all their dues and other sums payable by the Applicant or in respect of any loan granted to the Company/Builder.
24. The Company/Builder shall deliver the possession of the complete Unit/Flat/Apartment to Applicant only on payment of all dues. In case, the flat is completed before the scheduled date of completion then the entire outstanding balance as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in the payment plan.
25. The detailed terms and conditions of allotment letter shall form part of agreement and shall supersede any previous document including this application form, brochure, advertisement etc.
26. In case there are joint Applicant all communications shall be sent by the Company/Builder to the applicant whose name appears first and at the

address given by the Applicant which shall for all intents and purposes be considered as properly served on all the Applicant (s).

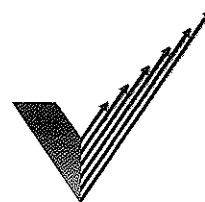
27. The Applicant agree that the Landowning Companies shall have the right to transfer ownership of the Said Project in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/disposal/or any other arrangement as may be decided by the Company/Builder without any intimation, written or otherwise to the Applicant and the Applicant shall not raise any objection in this regard.
28. All or any disputes arising out of or relating to or concerning or touching this Application including the interpretation and validity of the terms thereof shall be referred by any party to a sole arbitrator who shall be appointed by the Company/Builder and whose decision shall be final and binding upon the parties. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi.
29. The Courts at Delhi alone shall have the jurisdiction in case of any dispute.

I/we have read the above terms and conditions and have understood them and I/we hereby record my/our acceptance thereof.

Signature of Sole/first Applicant

Signature of Second Applicant (if any)

Signature of Third applicant (if any)



**VICTORY
PROJECTS**
—SINCE 1994—
COMMITTED TO WIN

VGA DEVELOPERS PVT. LTD.

Call at : 90158 04444

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