



THE
MONARQUE

SECTOR-22D, YAMUNA EXPRESSWAY

APPLICATION FORM

UNIT NO. _____

DATE _____



APPLICATION FORM FOR PROVISIONAL ALLOTMENT OF FLAT IN THE APARTMENT PROJECT KNOWN AS THE MONARQUE, GAUTAM BUDDH NAGAR, UTTAR PRADESH.

To:
Greenbay Infrastructure Pvt. Ltd.
Regd. Office:
RZ-D-5, Mahavir Enclave,
Palam, New Delhi – 110045.

Sr. No.

Date

Corp. Office:
J-10/5, DLF Phase-II,
Mehrauli - Gurgaon Road,
Gurugram – 122002.

Dear Sir,

I/We wish to apply for the Provisional Allotment of a Flat which is more specifically described in the enclosed application form situated in the Apartment Project known as The Monarque @ Greenbay Golf Village, Plot No.GH-2, TS6, Sector-22D, Yamuna Expressway, Gautam Buddh Nagar, Uttar Pradesh ("The Monarque") as per the Location Plan Annexure-1, Unit Layout Plan Annexure-2, Specifications of the Flat Annexure-3 and Payment Plan Annexure-4.

I am/We are remitting herewith a sum of Rs./- (Rupees only) as application amount /earnest money towards Provisional Allotment of the Said Flat at The Monarque.

I/We have clearly understood that this application does not constitute an agreement to sell and I/We do not become entitled to the final allotment of a Flat. I/We have read and understood the Standard Terms and Conditions of Provisional Allotment and am/are agreeable to the same. I/ We agree to accept and sign the prescribed allotment letter/ agreement to sale and agree to abide by the terms & conditions laid down therein.

I/We acknowledge that the Greenbay Infrastructure Private Limited has provided all the information and clarifications as sought by me/us and I/We am/are amply satisfied with the same. I/We have ultimately relied on my/our own judgement and investigation before deciding to apply for booking of the said Flat and have not relied on and/or is not influenced by any advertisement, representation, statements or estimates of any nature, whatsoever, whether written or oral made by the Greenbay Infrastructure Private Limited or any selling agents/brokers. I/We have visited the site and seen all relevant approvals, site plan, unit plan, pricing documentation and the brochure and I/We agree and understand that the specifications including all furnishing and fixtures and fittings as explained to us are tentative and indicative only. This application is complete and self-contained in all respects and any kind of oral or written representation or statement shall not be considered constituting a part of this application.

I/We enclose herein my/our General Particulars and Undertaking as required by the Greenbay Infrastructure Pvt. Ltd.

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

Thanking you.

Yours truly

Applicant(s) Signature

1. PARTICULARS OF THE APPLICANT(S)

Sole/First Applicant

Name

Son of/wife of/daughter of

Mailing Address

Mobile

Email

DOB

Anniversary

AGE

Profession

Designation

Office/Business Name

Address

Mobile

Email

Residential Status (Tick one)

Resident

☐

NRI

☐

PIO

☐

Passport No.

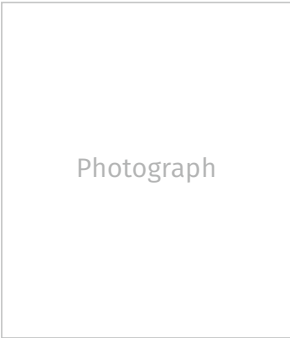
For invest purposes

For self use

Permanent Account Number (PAN)

Nationality

Aadhar / UID No.



Signature

1st Applicant2nd Applicant3rd Applicant

Second Applicant

Name

Son of/wife of/daughter of

Mailing Address

Mobile

Email

DOB

Anniversary

AGE

Profession

Designation

Office/Business Name

Address

Mobile

Email

Residential Status (Tick one)

Resident

☐

NRI

☐

PIO

☐

Passport No.

For invest purposes

For self use

Permanent Account Number (PAN)

Nationality

Aadhar / UID No.



Signature

1st Applicant2nd Applicant3rd Applicant

Third Applicant

Name

Son of/wife of/daughter of

Mailing Address

Mobile

Email

DOB

Anniversary

AGE

Profession

Designation

Office/Business Name

Address

Mobile

Email

Residential Status (Tick one)

Resident

NRI

PIO

Passport No.

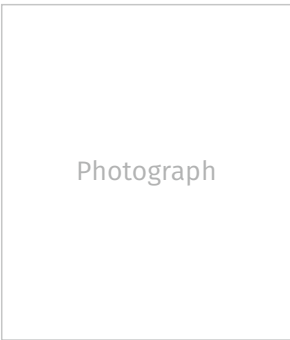
For invest purposes

For self use

Permanent Account Number (PAN)

Nationality

Aadhar / UID No.



Signature

1st Applicant2nd Applicant3rd Applicant

2. DETAILS OF THE FLAT APPLIED FOR

Unit No.

Tower No.

Floor No.

Area

Type of Flat (3-bedroom / 4-bedroom / Penthouse)

3. PAYMENT OF APPLICATION AMOUNT

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

DD/Cheque No. and date

Bank Name

Amount (Rs.)

4. CONSIDERATION FOR THE FLAT

The Total consideration of the unit is Rs...../- (Rupees only) is inclusive of Basic Selling Price, Preferential Location Charges, The Monarque Club, One Time Lease Rental Charges till allotment, Right to Use Car Parking Spaces, Electrical Sub-station Charges, Power Back-up (5 KVA for 3 BHK flats and 7 KVA for 4 BHK flats). The consideration does not include Interest Free Maintenance Security (IFMS), Golf Membership, Harbour Club Membership, any taxes, cesses or any other incidental charges.

5. PAYMENT PLAN

As per Annexure-4.

Thanking you.

Yours truly,

Applicant(s) signature

Date:

Signature

1st Applicant2nd Applicant3rd Applicant

6. STANDARD TERMS AND CONDITIONS ATTACHED

STANDARD TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF A FLAT IN THE APARTMENT PROJECT KNOWN AS MONARQUE AT GREENBAY GOLF VILLAGE, GAUTAM BUDH NAGAR, UTTAR PRADESH

The conditions mentioned hereinbelow form a part of the Application Form. The application merely represents the Applicant's intention to acquire the Said Flat 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

“Applicant” means the Applicant(s) who has agreed to abide by these Standard Terms and Conditions and has been provisionally allotted the Said Flat by the Company in the Apartment Project known as The Monarque @ Greenbay Golf Village (The Monarque). The term “Applicant” shall, unless it is repugnant to the context or meaning thereof, be construed to mean and include his/their representatives, legal heirs, successors, executors, assigns, etc.

“Application Form” shall mean this application form for Provisional Allotment of a Flat.

“Common Area” means the area under the common staircases and the common staircases, circulation area, walls, shafts, passages, corridors, lobbies, refuge areas, common pantries, machine room, meter room, electric sub-station, common toilets and the like related to the Flat.

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

“Company” means Greenbay Infrastructure Private Limited, a company incorporated under the provisions of Companies Act, 1956 and having its registered office at RZ-D-5, Mahavir Enclave Palam, New Delhi – 110045 and its Corporate Office at J-10/5, DLF Phase-II, Mehrauli-Gurgaon Road, Gurugram – 122 002, Haryana, and shall be construed to mean and include its successor-in-interest and permitted assigns.

“Consideration” shall be the overall sale consideration of the Flat and shall include the Basic Sales Price (BSP), Electric Sub-Station Charges (ESSC) and One Time Lease Rent Charges as described in the Application Form/Provisional Allotment Letter.

“Government Authority” or “Statutory Authority” means any government, statutory, departmental or public body or authority, including courts of competent jurisdiction.

“Greebay Golf Village” shall mean the land situated in Plot No.GH-2, Greenbay Golf Village, TS6, Sector-22D, Yamuna Expressway, Gautam Buddh Nagar, Uttar Pradesh, measuring 4,08,622 sq. mtrs. or in or about 43,98,371 sq. ft. leased by the Yamuna Expressway Industrial Development Authority to the Company.

“Law” means any statute, notification, circular, bye laws, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by any Government Authority.

"Leased Land" shall mean the land that is the subject matter of the Lease Deed.

“One Time Lease Rent Charges” means the amount paid in lieu of the annual lease rent for the remaining lease period.

Signature

1st Applicant

2nd Applicant

3rd Applicant

"Parties" shall mean the Company and the Applicant together and "Party" shall refer to anyone of them.

"Person" includes any individual, partnership, LLP, Trust, HUF, Body Corporate, Society, etc.

"Plan" includes the plan for construction and development of Apartment Project as approved by the appropriate Government Authority.

“Provisional Allotment” shall mean the provisional allotment of the Said Flat to the Applicant pursuant to his application to the Company and agreeing to abide by the Standard Terms and Conditions.

"Provisional Allotment Letter" means a letter which may be issued by the Company to the Applicant upon the Applicant making a request for provisional allotment of the Flat and agreeing to abide by the Standard Terms and Conditions.

"Representatives" shall include the directors, officers, employees, agents, consultants, advisors or other representatives, including legal counsel, accountants and financial advisors of such person.

“Flat” means the residential flat in the Apartment Project known as THE MONARQUE as provisionally allotted by the Company.

"Standard Terms and Conditions" shall mean these standard terms & conditions of Provisional Allotment of the Said Flat.

"Third Party" means any person other than the Applicant and the Company.

1.2 Certain Rules of Interpretation: With respect to the provisions herein:

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

2. SCOPE OF THESE STANDARD TERMS AND CONDITIONS

- 2.1 These are the preliminary Standard Terms and Conditions governing the Provisional Allotment of the Flat by the Company to the Applicant. Mere acceptance of these Standard Terms and Conditions do not vest any right, title and interest in the Flat or the Leased Land to the Applicant or to any other Person.
- 2.2 The detailed terms of the transfer of the Flat shall be based on the definitive legal document for the transfer of property (hereinafter referred to as "SUB LEASE DEED") and shall include the entire understanding between the Parties relating to the transfer of the Flat to the Applicant. The Applicant shall have no right, title or interest whatsoever on the Flat either during its construction/development or after its completion till the execution of Sub Lease Deed by the Company in favour of the Applicant

3. CONSIDERATION

- 3.1 The Applicant shall make all such payments of Consideration and other charges at such times and as detailed in the Provisional Allotment Letter, without any requirement for the Company to send out any notice or intimation to the Applicant. All payments by the Applicant are required to be made by demand drafts or by cheques in the name of Greenbay Infrastructure Private Limited or by internet banking to the designated bank account of Greenbay Infrastructure Private Limited.
- 3.2 The fire safety and other measures have been agreed to be provided as per existing Code / Regulations as on the date hereof. If any further fire safety or other measures are undertaken, as are deemed necessary by the Company

Signature

1st Applicant

2nd Applicant

3rd Applicant

or pursuant to the requirements of applicable Law/Regulations, the proportionate increase in consideration / charges in respect thereof shall also be payable by the Applicant on demand.

3.3 In case any new taxes / duties / charges are levied by any Government Authority, the proportionate increase in consideration / charges in respect thereof shall also be payable by the Applicant on demand. The Applicant hereby further agrees that in the event there is an enhancement of charges by any Government Authority or any additional expenses are borne by the Company for any reason including any additional facility or services provided by any Government Authority as external development or otherwise, the Applicant shall make prompt and due proportionate payment of such additional sums within 15 days of such demand by the Company. The Applicant has further assured the Company that the Applicant shall make payments towards Tax Deduction at Source and shall share the details with the Company.

4. TRANSFER OF THE SAID FLAT

Upon execution of the Sub Lease Deed after completion of the construction, subject to and to the extent permitted by applicable law and the terms of the Lease Deed, the Applicant shall acquire the Flat on sub-lease basis for the consideration alongwith the undivided, indivisible and impartible proportionate interest (hereinafter referred to as "Interest in Land") in the leasehold land underneath the building (as demarcated in plan) in which the Flat is located. The Interest in Land shall not be alienable/ transferable separately and shall always remain attached to the Flat and be a part of Flat.

5. OBLIGATIONS OF THE APPLICANT

5.1 Upon the Company provisionally allotting the Flat to the Applicant on the terms herein, the Applicant agrees to the following, whether before or after possession of the Flat is granted to the Applicant

5.2 Prior to taking possession of the Flat, the Applicant shall enter into a separate Maintenance Agreement (the "Maintenance Agreement") with the Company or such maintenance agency as may be designated in this regard (the "Designated Maintenance Agency") for maintenance of Common Area and Common Facilities. The Applicant further undertakes to abide by the terms and conditions of the Maintenance Agreement. It is further made clear that Applicant shall not have any interest, right or title in the Common Areas in any manner whatsoever.

5.3 Pending execution of the said Maintenance Agreement the Applicant agrees to pay a one-time Interest Free Maintenance Deposit (IFMS) and Maintenance Charges for the first year upon offer of possession of the Flat. Upon timely and due payment of regular Maintenance Charges, the Applicant shall have the right to use the Common Area and Common Facilities for the Flat. It is clarified that the Applicant shall not have the right to use the Common Area and the Common Facilities till such time the possession of the Flat has been taken by the Applicant.

5.4 The timely payment of consideration and other dues, as more particularly described in the Application Form, these Standard Terms and Conditions and Provisional Allotment Letter, is an essential prerequisite to the execution of the Sub Lease Deed. The Applicant hereby agrees and understands that notwithstanding anything stated hereinabove failure of the Applicant to comply with the terms of payment of the consideration and other dues shall entitle the Company to terminate the Provisional Allotment, refuse execution of the Sub Lease Deed / Agreement and forfeit the Earnest Money. The Company shall, upon cancellation, be free to deal with the Flat in any manner whatsoever at its sole discretion. The amount(s), if any, paid over and above the Earnest Money and the Termination Charge (as defined hereinafter) are refundable to the Applicant by the Company without any interest thereon.

5.5 Notwithstanding anything stated herein and without prejudice to the Company's right to cancel the Provisional Allotment or to refuse execution of the Sub Lease Deed by the Company, as provided herein, and without in any manner condoning any delay in payment of consideration and other dues, the Applicant shall be liable to make payment of simple interest at the rate of% per annum, which, at this juncture is considered to be a fair

Signature

1st Applicant2nd Applicant3rd Applicant

representation of rates in respect of loan/borrowing of the Company and the same will accordingly be subject to change in accordance with change in prevailing lending/borrowing rates, on the outstanding amounts of consideration and other dues from the due date(s) upto their payment or cancellation of the Provisional Allotment. The payments made by the Applicant shall first be adjusted against the interest and/or any penalty, if any, due from the Applicant to the Company under the terms herein and the balance available, if any, shall be appropriated against the installment(s) due from the Applicant under the Standard Terms and Conditions and the Provisional Allotment Letter.

5.6 All assignments of the Provisional Allotment by the Applicant to any person shall require the written consent of the Company, which the Company may give on such terms and conditions including inter alia those relating to payment of prevailing administrative charges for permitting such substitution and the Company's right to terminate the Provisional Allotment. The Company shall permit such assignment or nomination after all the dues under the terms of Provisional Allotment as well as the said Administrative Charges are paid in full. No Administrative Charges shall, however, be payable in the case of succession of the legal heirs of the Applicant. The Proposed Transferee shall be bound by the Standard Terms and Conditions and shall furnish an undertaking to that effect.

The Applicant shall pay administrative charges as applicable, which are subject to change at the sole discretion of the Company.

5.7 The Applicant shall abide by all applicable Laws as may be applicable to the Flat including inter alia all regulations, bye-laws, directions and guidelines etc. of the Yamuna Expressway Industrial Development Authority and the rules made thereunder and the provisions of the Lease Deed / sub lease agreement 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.

5.8 The Applicant shall:

- a) do all such acts as are more particularly notified by the Company or the Maintenance Agency from time to time;
- b) use the Flat only for the purpose sanctioned by Yamuna Expressway Industrial Development Authority and for no other purpose;
- c) pay, as and when required under applicable Law or demanded by the Company, the stamp duty, registration charges and all other legal, incidental expenses for execution and registration of the Sub Lease Deed; and
- d) sign all such applications, papers and documents and do all such acts, deeds and things as the Company may reasonably require for safeguarding the interest of the Provisional Allotment of the Flat or for securing the interests of the Applicant and/or the Company, as the case may be.

5.8 The Applicant hereby covenants with the Company to pay from time to time the amounts which the Applicant is liable to pay as per the Application Form and as specified in the Provisional Allotment Letter and to observe and perform all the covenants and conditions contained herein and to keep to the Company and its representatives indemnified and harmless to the fullest extent from and against all and any actions, suits, claims, proceedings, costs, damages, amounts paid in settlement and expenses (including without limitation attorney's fees and reasonable out of pocket expenses) relating to or arising out of:

- a) any inaccuracy in or breach of the representations, warranties, covenants or agreements made by the Applicant herein;
- b) any other conduct by the Applicant or any of its Representatives as a result of which, in whole or in part, the Company or any of its representatives are made a party to or otherwise incur any loss or damages pursuant to any action, suit, claim or proceeding arising out of or relating to such conduct;
- c) any action undertaken by the Applicant or any failure to act by the Applicant when such action or failure to act is a breach of the Terms and Conditions herein; and
- d) any action or proceedings taken against the Company in connection with any such contravention or alleged contravention by the Applicant.

Signature

1st Applicant2nd Applicant3rd Applicant

6. REPRESENTATIONS AND WARRANTIES OF THE APPLICANT

- 6.1 The Applicant has applied for Provisional Allotment of the Flat after satisfying himself that he has understood and appreciated the contents and the implications of the laws applicable to the Flat and the Apartment Project known as The Monarque and the same shall be handed over to the Applicant on subject always to force majeure.
- 6.1 The Applicant has applied for Provisional Allotment of the Flat after satisfying himself that he has understood and appreciated the contents and the implications of the laws applicable to the Flat and the Apartment Project known as The Monarque and the same shall be handed over to the Applicant on subject always to force majeure.
- 6.2 The Applicant has inspected and seen the site plans, ownership records, Lease Deed and other relevant documents relating to the title and all other details of the Flat that the Applicant considers relevant for the transaction contemplated herein. The Applicant has satisfied himself about the right, title and capacity of the Company to deal with the Flat in the Monarque Project and has understood all the limitations and obligations thereof.
- 6.3 The consideration for the Flat and other charges are based on area of the Flat and shall be paid by the Applicant in accordance with the terms herein.
- 6.4 The Applicant has all the necessary power, authority and capacity to bind itself to these Standard Terms and Conditions and to perform his obligations herein.
- 6.5 The Applicant acknowledges and understands that the Flat is located within the larger land parcel known as Greenbay Golf Village, bearing Plot No.GH-2, TS6, Sector-22D, Yamuna Expressway, Gautam Buddh Nagar, Uttar Pradesh by way of a Lease Deed, dated 27/03/2012, duly registered with the Sub Registrar, Gautam Buddh Nagar, bearing document No. 6334/2012, Book No. 1, granting lease in favour of the Company for a period of 90 years commencing from 27/03/2012 more fully described in the Lease Deed, allotted to the Company for the purpose of development of a township consisting of residential, commercial and institutional buildings. Therefore, the Applicant shall not object to and shall not interfere in any manner whatsoever with the establishment, construction, development and operation of such residential, commercial, recreational and other developments / activities as may from time to time be undertaken by the Company. There may be alterations/modifications to the tune of five (5) to ten (10) percent of the Flat area.
- 6.6 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 projects in the said Greenbay Golf Village 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 Maintenance Agency.
- 6.7 The Applicant has seen the plans and has been made aware of and accepts that the plans, area, specifications as more particularly described in the Application Form, brochures, etc. are tentative and that there may be variations, deletions, additions, alterations made either by the Company as it may deem fit and proper or pursuant to requirements of a Government Authority, which alterations may involve changes, including change in the position / location of the Flat, change in the number of units, change in its dimensions, change in the height of the building, change in its area, and the Applicant shall have no right to object to such variations, additions, deletions, alterations and modifications as aforesaid (the "Alterations") made in accordance with the applicable local, municipal or any other laws for the time being in force. The area of the Flat and consequently the consideration amount may be increased on account of such Alterations and the Applicant shall pay without demur such increased amount of consideration at such times as may be required by the Company.
- 6.8 Any changes as a result of the alterations or otherwise shall not be construed to give rise to any claims, monetary or otherwise. Any increase in the area of the Flat pursuant to alterations or otherwise shall be payable by the Applicant to the Company as and when demanded by the Company.
- 6.9 The Applicant understands that subject to the right/interest of the Applicant hereunder the Company has the right to raise finance from any Bank, Financial Institution, Body Corporate or any other source and for this purpose it can create mortgage or charge or hypothecation on the Leased Land in favour of one or more such lenders. However the Company will ensure that any such charge, if created, is vacated before execution of the Sub Lease Deed of the Flat in favour of the Applicant.
- 6.10 It is hereby understood by the Applicant that it has a right to apply for a loan for the purchase of the Flat and for that purpose the Applicant can approach any Bank, Financial Institution, Body Corporate or any other source.
- 6.11 That in case of NRI Applicant, observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be responsibility of the Applicant.

Signature

1st Applicant

2nd Applicant

3rd Applicant

7. OBLIGATIONS OF THE COMPANY

- 7.1 The Company shall make its best efforts to deliver possession of the Flat to the Applicant on or before subject always to force majeure with a further grace period of 6 (Six) months. If the completion of the Flat 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 any order passed by any court including the National Green Tribunal and/or any delay in the sanction of building/zoning plans/grant of completion/occupation certificate by any Government Authority and / or Graded Response Action Plan ("GRAP") Orders issued by the Commission for Air Quality Management in National Capitol Region and Adjoining Areas and/or in case of delay in possession as a result of any notice, order, rule, notification of the Government/public/competent authorities, delay in issue of completion certificate/occupancy certificate, water/electric power supply connection or any other reason beyond the control of the Company, and in such an event the Company shall be entitled to reasonable extension of time for which the Applicant shall not be entitled for any claim or compensation of any nature whatsoever for the period of delay on the part of Company and/or for any other reason beyond the control of the Company (hereinafter referred to as "Force Majeure Events" and each individual event referred to as a "Force Majeure Event"), the Company shall be entitled to a reasonable extension of time for delivery of possession of the Flat provided the Applicant is informed of the said Force Majeure Event within a reasonable period of occurrence of such event.
- 7.2 Nothing contained herein shall be construed to give rise to any right to a claim by way of compensation/damages/loss of profit or consequential losses against the Company on account of delay in handing over possession for any of the aforesaid conditions beyond the control of the Company.
- 7.3 The time consumed by the occurrences of Force Majeure Events shall be excluded while computing the delay for the delivery of possession of the Flat.
- 7.4 In the event that a Force Majeure Event occurs, the Company has the right to alter the terms and conditions of Provisional Allotment of the Flat as stated herein or if the Force Majeure Events so warrant, the Company may suspend the performance of its obligations for such period as it may consider expedient and no such suspension shall constitute a breach of the obligations of the Company hereunder.
- 7.5 It is hereby clarified that the total construction/development period as stipulated herein shall stand automatically extended, without any further act or deed on the part of the Company by the period during which a Force Majeure Event occurs. The Company shall be the sole judge of the existence of a Force Majeure Event, which decision shall be communicated immediately and such judgment shall not be unreasonably exercised.
- 7.6 The Applicant shall have no claim, right, title or interest of any nature or kind whatsoever except the right of ingress/egress over or in respect of land, open spaces and all or any of the Common Area/ Common Facilities etc. The Applicant shall not be entitled to claim any separate exclusive demarcation or partition or any share or right to use any of the Common Area/ Common Facilities and to any area which is not specifically sold or allotted or transferred to the Applicant.
- 7.7 Subject to the terms and conditions of the Lease Deed, the Company has the right to hold the Leased Land with its appurtenances for such term as is specified in the said Lease Deed.

8. MISCELLANEOUS OBLIGATIONS

- 8.1 The Applicant agrees as follows:
- a) As and when the Flat is ready for possession in accordance with the terms specified herein, the Company shall issue a notice of offer of possession (the "Notice of Possession") calling upon the Applicant to take possession of the Flat after paying stamp duty, registration charges and other legal, incidental expenses in respect of the Sub Lease Deed and upon the payment of the entire Consideration, other dues and Maintenance Deposit / Advance / Charges in accordance with the Provisional Allotment Letter and the terms herein. Within thirty days of the date of dispatch of the Notice of Possession, the Applicant shall be liable to take physical possession of the Flat after

Signature

1st Applicant

2nd Applicant

3rd Applicant

making the entire balance payment and execution of the Maintenance Agreement on the terms mentioned herein. If, for any reason, the Applicant fails and neglects or delays or is not ready or willing to take possession of the Flat, the Applicant shall be deemed to have taken possession of the Flat at the expiry of thirty days from the date of dispatch of the Notice of Possession by the Company. In this event the Flat shall be at the risk and cost of the Applicant and the Applicant shall be further liable to pay holding charges @ Rs..... per sq. ft. per month calculated on the area of the Flat (the "Holding Charges"). Notwithstanding anything stated hereinabove, upon expiry of a period of 90 days from the date of dispatch of the Notice of Possession, the Company shall, in addition to the right to levy Holding Charges as stated hereinabove, be entitled at its sole discretion to cancel the Provisional Allotment and refund the payments received from the Applicant in accordance with the terms of these Standard Terms and Conditions. The Applicant agrees not to question the decision of the Company in postponing the cancellation beyond 90 days from the date of dispatch of the Notice of Possession.

The Company or the Designated Maintenance Agency shall be entitled to access the Flat 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 Flat 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. The Company or the Designated Maintenance Agency shall endeavor to restore the walls / floor of the Flat.

8. DEFAULT, CONSEQUENCES OF DEFAULT, TERMINATION AND CONSEQUENCES OF TERMINATION

- 8.1 In the event of breach or default by the Applicant of any of the terms of Provisional Allotment / sub lease agreement ("Default") the Company may issue a notice calling upon the Applicant to rectify the Default within a period of 30 days from the date of the notice ("Notice Period"). The Applicant, immediately upon notice of such Default shall be under an obligation to rectify/remove the Default within the said Notice Period and inform the Company of such rectification or removal of breach of default by a written notice by registered post or courier or to the designated email address.
- 8.2 If in the judgment of the Company the Default is not cured within the Notice Period the Company may without prejudice to any other legal remedies which the Company may have in Law, equity or contract, in its sole discretion, cancel the Provisional Allotment in accordance with the provisions hereof. Upon such cancellation the Applicant shall be liable to pay the Company the sums mentioned therein as if the cancellation was a cancellation by the Applicant. The Applicant shall not have any lien or any other right on the Flat nor should anything herein or elsewhere be construed to entitle the Applicant to obstruct, prevent, injunct or restrain the Company from making a fresh Provisional Allotment in respect of the Flat to any Third Party after cancellation of the Provisional Allotment or to restrict, prevent or injunct any cancellation of the Provisional Allotment.
- The Company may at its sole discretion condone the Default and restore the Provisional Allotment by levying such damages, charges, fee, etc. as the Company may decide at its sole discretion.
- Where a charge or fee or any other sum of money for the condonation of any Default has been prescribed hereunder, the Company shall be at liberty to condone the Default by levying such charge or fee or such sum of money as may be prescribed herein. The levy of any such damages, charges, fee, etc. shall be without prejudice to the rights of the Company to demand specific performance of such obligations hereunder or to take appropriate legal action.
- 1.3 Failure of the Company to exercise promptly any right herein granted or to require specific performance of any obligation undertaken herein by the Applicant, 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.
- If the Applicant, for any other reason, requests the Company to cancel the Provisional Allotment in his favour, the Company shall permit such cancellation. However, the Applicant will have to compensate the Company for any loss

Signature

1st Applicant2nd Applicant3rd Applicant

which may have been caused to the Company on account of substituting another Applicant in his/its/her place and stead ("Termination Charge"). In addition to the above the Company will also be entitled to forfeit the Earnest Money and it is further clarified that all the interest payment made shall also not be refunded to the Applicant.

- 9.4 If the Provisional Allotment is terminated pursuant to provisions mentioned herein, all obligations of the Company and the Applicant hereunder shall automatically terminate and each of the Parties shall irrevocably be released from all obligations and liabilities.

8. MISCELLANEOUS

- 10.1 Notice: All notices to be served as contemplated herein shall be deemed to have been duly served if sent by one Party to the other by Registered Post at the address(es) specified hereinabove and it shall be the responsibility of the Applicant to inform the Company by a registered letter about all subsequent changes, if any, in his address, failing which all communications and letters posted to the address mentioned herein will be deemed to have been received by him at the time when those would ordinarily reach at such address and the Applicant shall be fully liable for any default in payment and other consequences that may accrue therefrom.
- If there are joint Applicants, all communications and notices shall be sent by the Company to the first Applicant at the address given by him in the Application Form, which shall for all purposes be considered as served on all the Applicants and no separate communication shall be necessary to the other named Applicant(s). All notices and other communication required to be sent by the Applicant to the Company shall be sent by the Applicant to the registered office of the Company as specified in the definition of the term “Company” in these Standard Terms and Conditions.
- 10.2 Assignment: All assignments/transfers of the Provisional Allotment by the Applicant to any Person (the "Proposed Transferee"), shall require prior written consent of the Company, which the Company may give on such terms and conditions including inter alia those relating to payment of prevailing administrative charges (“Administrative Charges”) for permitting such substitution and the Company's right to terminate the Provisional Allotment. The Company may permit such assignment/transfer or nomination after all the dues under the terms of Provisional Allotment as well as the said Administrative Charges are paid for in full. No Administrative Charges shall, however, be payable in the case of succession to the legal heirs of the Applicant. The Proposed Transferee shall be bound by the Standard Terms and Conditions and shall furnish an undertaking to that effect.
- 10.3 Non-Resident: The Applicant, if resident outside India or if not an Indian national, shall be solely responsible to comply with the necessary formalities as laid down in any law for remittance of payment(s) and for acquisition of the immovable property in India. The Applicant shall furnish the required declaration that it is complying with such necessary legal formalities in the format prescribed by the Company.
- 10.4 In case the Applicant desires to transfer the Flat to the Proposed Transferee by way of sale, mortgage, lease, license or by any other method after execution of Sub Lease Deed the Proposed Transferee may have to pay to Yamuna Expressway Industrial Development Authority subsequent sales transfer charges ("Transfer Charge"), if any.
- Notwithstanding anything contained in this clause, the Applicant shall pay all expenses, Administrative Charges, fees and any other dues payable to the Company, whether required hereunder or under any subsequent agreement, prior to applying for transfer of the Said Flat to the Proposed Transferee by way of sale, mortgage, lease, license or by any other method.
- 1.5 The Application Form, these Standard Terms and Conditions and the Letter of Provisional Allotment (hereinafter collectively referred to as the "Documents of Allotment") shall constitute the entire terms and conditions with respect to the Provisional Allotment of the Flat to the Applicant and supersedes all prior discussions and arrangements whether written or oral, if any, between the Company and the Applicant relating to the terms covered herein. No amendment to these Standard Terms and Conditions shall be valid or binding unless set forth in writing and duly executed by the Company and the Applicant. No waiver of any breach of any provision hereof shall be effective or binding unless made in writing and signed either by the Company or the Applicant purporting to give the same and, unless otherwise provided in writing, such waiver shall be limited to the specific breach waived.

Signature

1st Applicant2nd Applicant3rd Applicant

1.6 Governing Law and Jurisdiction: The Provisional Allotment shall be governed and interpreted by and construed in accordance with the Laws of India. Subject to arbitration mentioned below, the Courts at Gautam Budh Nagar, Uttar Pradesh, shall have jurisdiction over all matters arising out of or relating to this Provisional Allotment.

1.7 Severability: If any provision of these Terms and Conditions is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall be applicable 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, and the Parties agree on such provision to be substituted.

1.8 Dispute Resolution: The Parties herein agree that all disputes arising out of or in connection with or in relation hereto shall so far as possible, in the first instance, be amicably settled between the Company and the Applicant. In the event of disputes, claim and/or differences not being amicably resolved, such disputes shall be referred to a Sole Arbitrator to be appointed mutually by the Company and the Applicant and the award passed by such Sole Arbitrator shall be final and binding on the Parties hereto and such Arbitration shall be as per the Provisions of the Arbitration & Conciliation Act in force. The Arbitration shall be conducted in English language and the place of Arbitration shall be in Gautam Budh Nagar, Uttar Pradesh.

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

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

Signature of the Applicant(s)

Date:

Witness signature with full name and address:

1.
Name and address

2.
Name and address

Signature

1st Applicant2nd Applicant3rd Applicant

ANNEXURE-1

TENTATIVE LOCATION PLAN OF THE SAID FLAT

Unit / Flat		
No.Building		 Tower
Level		 Floor
Built-up Area in sq. ft.		
Car park		

Drawing or the location plan of the Monarque attached.

Signature

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ANNEXURE-3

SPECIFICATIONS OF THE SAID FLAT

STRUCTURE

- RCC framed structure with
- a) External & Internal walls of solid concrete blocks.
 - b) External wall with cement plaster and paint

FLOORING

Entry Lobby, Foyer	Large size vitrified tiles
Living and dining	Large size vitrified tiles
Kitchen	Vitrified tiles
Toilet	Anti-skid vitrified tiles
Powder toilet	Anti-skid vitrified tiles
Master Bedroom	Laminated wooden flooring
Other Bedrooms	Laminated wooden flooring
Balcony	Anti-skid vitrified tiles
Utility Balcony	Anti-skid vitrified tiles
Servant room	Vitrified tiles
Servant toilet	Vitrified tiles

WALL FINISH

Entry Lobby, Foyer	P.O.P finish with acrylic emulsion paint
Living and dining	P.O.P finish with acrylic emulsion paint
Kitchen	Vitrified Tiles upto 2' above counter and after 2', P.O.P. finish with acrylic emulsion paint
Toilet	Tiles upto false ceiling, powder room with stone flooring & cladding.
Master Bedroom	Acrylic Emulsion Paint
Other Bedrooms	Acrylic Emulsion Paint
Balcony	Textured paint with weather resistant coat
Balcony	Textured paint with weather resistant coat
Servant room	P.O.P. finish with acrylic emulsion paint
Servant toilet	Ceramic tiles upto false ceiling

CEILING

Entry Lobby, Foyer	P.O.P. edge boxing/Cove
Living and dining	P.O.P edge boxing/Cove
Kitchen	P.O.P edge boxing/Cove
Toilet	Grid false ceiling
Master Bedroom	P.O.P edge boxing/Cove

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Other Bedrooms	P.O.P edge boxing/Cove
Servant room	Gypsum ceiling/boxing as required.
Servant toilet	Grid false ceiling
INTERNAL AND EXTERNAL DOORS	
Entry Lobby, Foyer	Designer flush/panelled door in polish / duco paint fixed in hardwood (internal) (9' high Main Door)
Living and dining	Aluminium / UPVC sliding openable doors & windows (External)
Kitchen	Aluminium / UPVC sliding/swing openable doors & windows (External)
Toilet	Designer flush doors in polish / duco paint fixed in hardwood (8' high doors)
Master Bedroom	Aluminium / UPVC sliding openable doors & windows (External), Designer flush doors in polish / duco paint fixed in Hardwood (Internal - 8' high doors)
Other Bedrooms	Aluminium / UPVC sliding openable doors & windows (External), Designer flush doors in polish / duco paint fixed in Hardwood (Internal - 8' high doors)
Servant room	Aluminium Door & Window (External), Designer flush doors in polish / duco paint fixed in Hardwood (Internal- 8' high doors)
Servant toilet	Aluminium Door & Window

WINDOWS

Living and dining	Aluminium / UPVC sliding openable doors & windows
Kitchen	Aluminium / UPVC sliding openable doors & windows
Toilet	Aluminium / UPVC sliding openable doors & windows
Master Bedroom	Aluminium / UPVC sliding openable doors & windows
Other Bedrooms	Aluminium / UPVC sliding openable doors & windows
Servant room	Aluminium / UPVC sliding openable doors & windows
Servant toilet	Aluminium / UPVC sliding openable doors & windows

ELECTRICALS

Living & dining	Split AC and cove lights installed, provision for tube lights and fans
Kitchen	Provision of Light points, geyser installed
Toilet	rovision of Light points, geyser installed
Master Bedroom	Provision of tube lights and fans, Cove lights & Split AC installed
Other Bedrooms	Provision of tube lights and fans, Cove lights & Split AC installed Balcony – Light points with LED lights
Utility Balcony	Light points with LED lights
Servant Room	Provision of Light points
Servant toilet	Provision of Light points
General	Home automation For Light, Fan, Geyser

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TAPS AND SANITARY FITTINGS

Kitchen	Chimney, Hob, Geyser installed, SS Sink along with Crome mixer and basket for waste
Toilet	High quality, Branded Chinaware and C.P fittings (Kohler or equivalent), Marble/granite/engineered stone counter top
Servant toilet	Branded Chinaware and C.P. fittings
Utility Balcony	Point for Washing Machine & Installed Utility sink

OTHER FIXTURES AND FITTINGS

Kitchen	Kitchen Counter with stainless steel sink & Modular Cabinets
Toilet	Vanity Counter in all toilets, Shower cubicle in Master toilet
Balcony railings	MS Railing/Glass railing as per approved façade
Master Bedroom	Modular wardrobes
Other Bedrooms	Modular wardrobes

COMMON AREAS

Lighting	Provision of Light Points
Hot Water provision	Geysers installed
Elevators	2.5 m/s speed Otis/Schindler or equivalent
Security	Video door phone
Power backup	100% power backup
Tower entrance lobby	Access control system
Staircases flooring	Kota stone/marble/tile combination
Ground lobbies flooring	Imported marble
Typical floors lobbing flooring	Imported marble/tiles combination
Wall	Combination of acrylic emulsion paint and tiles/stone cladding
Doors	2 Hr/4 Hr fire rated door

Signature

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ANNEXURE-4

Payment Plan

Sl. No.	Schedule of Payment	Instalment in (%)	₹
Sale Consideration			
1	On Booking		
2	On Agreement		
3	On Excavation		
4	On Foundation		
5	Basement Roof Slab		
6	Ground Floor Roof Slab		
7	1st Floor Roof Slab		
8	2nd Floor Roof Slab		
9	3rd Floor Roof Slab		
10	4th Floor Roof Slab		
11	5th Floor Roof Slab		
12	6th Floor Roof Slab		
13	7th Floor Roof Slab		
14	8th Floor Roof Slab		
15	9th Floor Roof Slab		
16	10th Floor Roof Slab		
17	11th Floor Roof Slab		
18	12th Floor Roof Slab		
19	13th Floor Roof Slab		
20	14th Floor Roof Slab		

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Sl. No.	Schedule of Payment	Instalment in (%)	₹
Sale Consideration			
21	15th Floor Roof Slab		
22	16th Floor Roof Slab		
23	17th Floor Roof Slab		
24	18th Floor Roof Slab		
25	19th Floor Roof Slab		
26	20th Floor Roof Slab		
27	21st Floor Roof Slab		
28	22nd Floor Roof Slab		
29	23rd Floor Roof Slab		
30	24th Floor Roof Slab		
31	25th Floor Roof Slab		
32	26th Floor Roof Slab		
33	27th Floor Roof Slab		
34	28th Floor Roof Slab		
35	Completion of Brickwork of respective Floor		
36	Completion of Plastering of respective Floor		
37	Completion of Flooring of respective Floor		
38	On Possession (on demand)		
39	Rights to Use Car Parkings		
Total Sale Consideration (1)		100%	

Signature

1st Applicant

2nd Applicant

3rd Applicant

Sl. No.	Schedule of Payment	Instalment in (%)	₹
Deposits			
1	Power @ ₹..... per sq. ft.		
2	Club Membership Fee		
3	Club subscription charges (1st year)		
4	Interest Free Maintenance Deposit		
5	Advance Maintenance Charges (1st year)		
6	Sinking Fund (on demand)		
7	Legal & Facility Fees		
8			
9			
10			
Total Deposits (2)			
Total Cost of Schedule-3 Property		(1 + 2)	

Signature

1st Applicant

2nd Applicant

3rd Applicant

DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM

In case the Applicant is a Resident of India:

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

In case the Applicant is a Partnership Firm:

- a) Copy of PAN card of the partnership firm.
- b) Copy of partnership deed
- c) 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.

In case the Applicant is a Company:

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

In case the Applicant is a Hindu Undivided Family (HUF):

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

In case the Applicant is a NRI / Foreign National of Indian Origin:

- a) Copy of the individual's Passport
- b) 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.
- c) 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.

Passport size photographs of the applicant(s)/signatories required in all cases.

Signature

1st Applicant

2nd Applicant

3rd Applicant

CONSENT LETTER

This is to certify that I am an applicant for unit no. _____ block no. _____ of GH plot no. _____ situated in sector no. _____ of NOIDA. The scheme is developed by **Greenbay Infrastructure Private Limited**, having its registered office at RZ-D-5, Mahavir Enclave, Palam, New Delhi – 110045.

I have been shown the amended plan and all the details of the proposed amendment have been explained to me in detail. I am fully satisfied with the kind of amendment(s), which are proposed. I don't have any objections if RERA Authority, NOIDA gives its approval to the amended plan of the developer.

This consent letter is signed with my own will without any pressure or influence from anyone. Further, I wish to state that I am competent to sign this consent letter.

Name & Signature of Applicant

Address

Mobile NO.

Aadhar No.

Date

Signature

1st Applicant

2nd Applicant

3rd Applicant

CONSENT LETTER

This is to certify that I am the Applicant for unit no. _____ block no. _____ of GH plot no. _____ situated in sector no. _____ of NOIDA. The scheme is developed by **Greenbay Infrastructure Private Limited**, having its registered office at RZ-D-5, Mahavir Enclave, Palam, New Delhi – 110045.

I have been shown the amended plan and all the details of the proposed amendment have been explained to me in detail. I am fully satisfied with the kind of amendment(s), which are proposed in the plan. I don't have any objections if NOIDA authority gives approval to the amended plan of the developer.

This consent letter is signed with my own will without any pressure or influence from anyone. Further, I wish to state that I am competent to sign this consent letter.

Name & Signature of Applicant

Address _____

Mobile NO. _____

Aadhar No. _____

Date _____

Signature

1st Applicant

2nd Applicant

3rd Applicant

CONSENT LETTER

This is to certify that I am the Applicant for unit no. _____ block no. _____ of GH plot no. _____ situated in sector no. _____ of NOIDA. The scheme is developed by **Greenbay Infrastructure Private Limited**, having its registered office at RZ-D-5, Mahavir Enclave, Palam, New Delhi – 110045.

I have been shown the proposed amendments in detail and I am fully satisfied with the kind of amendment(s), which are proposed. I don't have any objections if the authority gives its approval to the amendments as proposed by the developer.

This consent letter is signed with my own will without any pressure or influence from anyone. Further, I wish to state that I am competent to sign this consent letter

Name & Signature of Applicant

Address _____

Mobile NO. _____

Aadhar No. _____

Date _____

Signature

1st Applicant

2nd Applicant

3rd Applicant

RECEIPT

ALLOTMENT LETTER

THE MONARQUE AT GREENBAY GOLF VILLAGE, GAUTAM BUDDH NAGAR, UTTAR PRADESH.

Receipt No.

Date

GSTIN No.

Received From

Place of Supply

GSTIN No.

Contact No.

Amount

Amount in Words

Sr. No.

Instrument No.

Date

Drawn On

Amount

To:

Date

Mr.

Mobile No.

Subject: Allotment of flat bearing No. , Floor, admeasuring sq. ft. carpet area, in Tower, in the Group Housing Residential Project known as “The Monarque” at Greenbay, Golf Village, Sector 22D, Yamuna Express Way.

Dear Sir/Madam,
This is in reference to your application for booking a residential flat in the Group Housing Residential Project known as “Monarque” @ Greenbay, Golf Village, Sector 22D, Yamuna Express Way being developed by the Company.

We are pleased to allot to you a flat bearing no., floor, admeasuring sq. mt. (..... sq. ft.) carpet area, in tower, in the said residential project known as Monarch. This allotment is subject to the terms and conditions as contained in the said application for booking.

The Payment Schedule as applicable to your booking/allotment is annexed hereto for ready reference. It may please be noted that 10% of the Total Sale Consideration i.e. Rs./- shall constitute “Earnest Money”. A sum of Rs./- (Rupees only) has been received till date.

We hope that the allotment of the abovesaid flat at the Monarque is only the start of a wonderful journey ahead. We hope to make this a memorable experience for you and assure you of our complete support and services in future.

Warm Regards

Greenbay Infrastructure Pvt. Ltd.

Authorised Signatory

Signature

1st Applicant

2nd Applicant

3rd Applicant



Corp. Office: J-10/5, DLF Phase-II, M.G. Road, Gurugram - 122 002

Regd. Office: RZ-D-5, Mahavir Enclave, New Delhi - 110045

Site Office: Plot No. TS 06, Sector 22D, Yamuna Expressway, Greater Noida, Uttar Pradesh - 203201