

# Wave Royal Castle - Floors

**BOOKING FORM FOR THE PROVISIONAL ALLOTMENT OF A  
'RESIDENTIAL PLOT/FLOOR'  
IN THE UPCOMING PROJECT VIZ. "WAVE ROYAL CASTLE" AT NH 24, GHAZIABAD, UTTAR  
PARDESH**

M/S SunCity Hi-Tech Infrastructures Pvt. Ltd. ("Developer")

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir(s),

I/We, the undersigned Applicant(s) whose particulars are mentioned below in this Application Form, understand that the "Developer" is in the process of constructing and developing a Hi-Tech Township situated at NH 24, Ghaziabad, Uttar Pradesh, in terms of licenses obtained under the Hi-Tech Township Policy 2003 as amended from time to time.

The Hi-Tech Township shall comprise of "Residential Floor"/ Houses / Flats, Bungalows, High-rise Apartments, Schools/Educational Institutions, Hospitals / Health Centre(s), Corporate Parks, Commercial Plots, Commercial and Retail Centre(s), Hotels/Clubs and Leisure Areas etc and accordingly, the Developer is developing project named as "Wave Royal Castle" comprises of "Residential Plot" of various sizes under the aforesaid Hi-Tech Township.

I/We vide this Application apply for provisional allotment of a "Residential Plot" admeasuring size \_\_\_\_\_ Sq. Yds./Sq. Ft., in "Wave Royal Castle" being developed by the Developer under the aforesaid Hi-Tech Township (hereinafter referred to as "Residential Plot").

I/We, for the above, remit/remitted a sum of Rs. .... /- (Rupees ..... ) by Bank Draft / Cheque / Pay Order No. .... dated ..... drawn on ..... Bank as the registration amount.

In the event Developer accepts this application to allot the "Residential Plot/Floor" provisionally, I/We agree to pay remaining / further installments of 'Sale Price' and all other dues as stipulated in the payment plan as explained to me/us by the Developer and understood by me/us.

I/We declare and confirm that registration, if any, made by me/us previously with Developer for allotment of a plot/floor in "Wave Royal Castle" shall stand withdrawn and/or revoked upon the submission of this Application Form and I/We the applicant(s) herein unequivocally agree, affirm and undertake to be bound by the terms and conditions as mentioned herein and shall abide by and adhere to the terms and conditions of the allotment, in case the "Residential Plot/floor" is provisionally allotted to me/us and execute all the documents in the standard format provided by the Developer as and when necessary and shall strictly adhere to all the terms and conditions stipulated by the Developer from time to time.

I/We have clearly understood that this Application does not construed as acceptance of offer of allotment or any Agreement to Sell and I/We do not become entitled to the provisional allotment and/or possession of a Residential Plot notwithstanding the fact that the Developer may have issued a receipt in acknowledgement of the money tendered earlier or with this application..

I/We agree that the allotment of the "Residential Plot/floor as and when made by the Developer, shall be provisional and a Allotment Letter of "Residential Plot/floor" will be issued by the Developer on acceptance of this Application, however, in case provisional allotment is not made consequent upon rejection of my/our Application for any reason

whatsoever, I/We shall not raise any objection or claim /damages and the amount deposited herein shall be refundable to me/us without any interest within 30 (Thirty) days from the date of notice regarding rejection of this Application.

I/We have read, understood broad 'Terms & Conditions' attached herewith for provisional allotment and allotment based on this Application shall be subject to the same and I/We agree to abide and be bound by the same, which shall ipso-facto be applicable to my/our legal heirs and successors.

I/We agree that until the Plot Allottee(s) Arrangement/ Allotment Letter and/or any other document(s) as may be required by the Developer for provisional allotment is duly signed and executed, there shall be no completion of contract of sale and I/We shall not be entitled to enforce the same in the Court of Law.

I/We hereby state that I/We after having read, understood and considered 'Terms & Conditions', the Government Rules & Regulations vis-à-vis Hi-Tech Township Policy/Scheme, I/We with my/our free will without any persuasion, representation by any way apply for the provisional allotment of a "Residential Plot/floor" in "Wave Royal Castle" and specifically record my/our acceptance thereto.

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Signature of Sole / First Applicant

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Signature of Second Applicant (If any)

**PERSONAL DETAILS FORM**

**Details:**

**SOLE APPLICANT**

Name (Mr./Mrs./Miss) : .....  
S/o W/o D/o : .....  
Date of Birth : ..... Age: .....  
Marital Status : Single  Married   
Residential Status : Resident Indian  NRI  Foreign National   
Occupation : ..... Designation: .....  
Communication Address : .....  
.....  
Permanent Address : .....  
.....  
Company / Office Name : .....  
Company / Office Address : .....  
Mobile No. : .....  
Telephone No. (Residence) : ..... (Office): .....  
E-mail ID : .....  
Income Tax PAN : ..... Annual Income.....  
Passport No. : .....

Affix Passport  
Photograph of Sole  
or First Applicant

**Co-Applicant**

Name (Mr./Mrs./Miss) : .....  
S/o W/o D/o : .....  
Date of Birth : ..... Age : ..... Anniversary Date : .....  
Marital Status : Single  Married   
Residential Status : Resident Indian  NRI  Foreign National   
Occupation : ..... Designation : .....  
Communication Address : .....  
.....  
Permanent Address : .....  
.....  
Company / Office Name : .....  
Company / Office Address : .....  
Mobile No. : .....  
Telephone No. (Residence) : ..... (Office): .....  
E-mail ID : .....  
Income Tax PAN : ..... Annual Income.....  
Passport No. : .....

Affix Passport  
Photograph of  
second Applicant

**DETAILS OF THE PLOT/FLOOR/APPARTMENT:**

1) Plot/Flat No. : .....  
3) Floor : .....  
2) Sector. : .....  
3) Type : .....  
4) Area : .....  
5) Facing : Park Facing  Road Facing  Peripheral Facing   
6) Payment Plan : Down Payment  Development Linked  Time Linked Plan

**PRICE DETAILS OF THE PLOT/FLOOR/APPARTMENT:**

1) Basic Price Rs..... PSY/PSF X..... Sq.Yd./Sq.ft. : Rs.....  
(Additional charges of Rs. 850/Sq- Yard and Rs. 1150/Sq- Yard as EEC, will be charged extra)

**TOTAL CONSIDERATION** : Rs.....  
: (in Words).....  
.....  
.....

**PAYMENT DETAILS**

***As per tentative location plan (attached hereto as Annexure I)***

I/We remit herewith a sum of Rs. ....Rupees.....  
..... ) vide Cheque/DD No. ....dated.....  
drawn on.....  
In favor of "Wave Royal Castle" as booking Amount/Earnest Money.

**APPLICANT(S) COMPANY**

**MODE OF BOOKING:**

Direct  Broker/dealer   
Broker/Dealer Name: ..... Mobile No.: ..... Company/Firm  
name:..... Email Address:.....  
Office Address : .....  
Name of Employee: ..... Designation: .....  
Mobile No.: ..... Email Address: .....

**Employee Signature:** ..... **Dealer Signature:**.....

**BROAD TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FORM FOR  
PROVISIONAL ALLOTMENT OF A RESIDENTIAL PLOT/FLOORS IN “WAVE ROYAL CASTLE”  
SITUATED UNDER THE HI-TECH TOWNSHIP AT NH-24, GHAZIABAD IN UTTAR PRADESH  
 (“Project”).**

The following are the broad terms and conditions which will be comprehensively set out in the “Plot/Floor Allottee(s) Arrangement” which, upon execution, shall supersede the terms and conditions set out herein below.

1. The Applicant has made this application for allotment of a “Residential Plot/Floor” with full knowledge of and subject to all the laws/notifications and rules applicable to the area/city/state in general and for this project in particular, which have been explained by the Developer and understood by the Applicant.
2. The Applicant has satisfied himself/itself about the interest and rights of the Developer in the land on which the “Residential Plot/Floor” is being developed and has also understood all the limitations and obligations in respect thereof.
3. The Applicant has understood all the terms and conditions of the policy/scheme as contained in Govt. of U.P. Hi-Tech Township Policy as issued by G.O. No. 3872 dated 17<sup>th</sup> September, 2007 and all relevant Government orders which were issued in furtherance and continuation of Hi-Tech Township Policy – 2003 and has understood the facts relevant to this scheme/ Project.
4. The Applicant has understood that Developer has formed an SPV in the name and title of M/s Suncity Hi-Tech Infrastructures Pvt. Ltd., who is developing the Hi-Tech Township in terms of the Hi-Tech Township Policy and as per the approval of the Government.
5. In terms of the Hi-Tech Policy, a Memorandum of Understanding/Amended/Revised Memorandum of Understanding has been signed between Ghaziabad Development Authority (the “Competent Authority”) and the Developer.
6. The Detailed Project Report as well as the Detailed Layout Plan for the land admeasuring \_\_\_\_\_ Acres of the project has already been approved by DPR Committee vide its letter dated \_\_\_\_\_. The Developer has also entered into a Development Agreement dated \_\_\_\_\_ for development of land admeasuring \_\_\_\_\_ Acres, which comprises of land subject matter of the project “Wave Royal Castle”, with the Competent Authority who has accorded its consent to the Detailed Layout Plan as already approved.
7. The Developer has acquired/purchased land subject matter of the development of “Wave Royal Castle” being developed under the said Hi-Tech Township directly from the farmers by paying the market price. However it is pertinent to mention here that in terms of the policy of the Government of Uttar Pradesh for the development of Hi-Tech Township, certain portion of the land subject matter of the entire development of the Hi-Tech Township is to be acquired by the Competent Authority/State Government and handed over to the Developer for the development of Hi-Tech Township. Applicant(s) however, specifically understands and agrees that in case such land is not acquired for any reason whatsoever either by negotiations or by Competent Authority/ State Government as stated above, Developer shall not be held liable on any account. Developer as such makes no commitment in respect of acquiring such land and Applicant(s) being fully aware has applied for allotment of the “Residential Plot/floors”.
8. It is further clarified that there might be fragments of land left in between the lands which the Developer has purchased by negotiations with the land owners. The policy provides that in case negotiations do not materialize with the land Owners in case of left over land/spots, then the Competent Authority/ State Government will acquire the remaining land in order to get the scheme developed as provided in Hi-Tech Township Policy.
9. The Applicant has seen and accepted the plans, designs, specifications, which are tentative and the Applicant is making this application with full knowledge about the Layout Plans, proposed specifications, and other terms and conditions. However, the same may be changed, altered, modified, revised, added, deleted, substituted or recast as directed by the Competent Authority and / or Architect at any time even after the layout plans for the Project are sanctioned though such changes shall be intimated to the Applicant.

10. The suitable necessary alterations in the layout plan of the Project, if and when found necessary may involve all or any of the following changes, namely change in the position of Plot/floor, change in the number of the Plot/floor or change in its dimensions or change in its area. The change in the area of the Plot up to 5% increase/decrease will be the same at the rate at which the allotment is made and the change in the area beyond 5% will be at the then prevailing market rate of the Plot/floor. As a consequence of such reduction or increase in the area of the "Residential Plot/Floor", the Developer shall be liable to refund to the Applicant without interest, only the extra price and other proportionate charges recovered or shall be entitled to recover from the Applicant, the additional price and other proportionate charges without interest, as the case may be as per the above formula.
11. As per prevailing practice, the developed plots allotted by the Government agencies are generally on lease hold basis and similarly if the land is acquired by the Government, and the same is transferred to the Developer on leased hold basis under the Hi-Tech Policy and converted into freehold after levying the conversion charges at such rate as may be prevalent and in the manner decided by the Competent Authority. Since the Developer shall transfer the rights, interest and title in the "Residential Plot/floor" on the freehold basis, after having paid such conversion charges to the Competent Authority, which shall be apportioned on the entire land of the Hi-Tech Township and shall be recovered from the Allottee(s) /Applicant on pro-rata basis in proportion to area of "Residential Plot/floor". The same shall be paid in installments along with development linked installments of the plot and not before that.
12. That Developer has made it specifically clear to the Applicant and after having satisfied himself/herself/itself, the Applicant has understood and agreed that the computation of the price of the "Residential Plot/floor" does not include any element of recovery or payments towards development, running and operation of common amenities and facilities as well as recovery of payment towards maintenance charges of any kind by the Developer from the Applicant in any manner. The Applicant agrees to pay the same as and when demand is raised by the Developer for the same. As regards payment of maintenance charges, the Applicant shall enter into a separate Agreement.
13. The terms and conditions contained in the Memorandum of understanding entered between the Developer and the Government of UP through Competent Authority and other terms and conditions of Hi-Tech Township Policy/Scheme will be applicable on the plot of land being subject matter of this Application and it will be responsibility of the Developer to develop this Wave Royal Castle under the Hi-Tech Township and to hand over the developed "Residential Plot/floor" to the Applicant. However, in case of any charges which are chargeable as per the Hi-Tech Township Policy (if any) in the future for infrastructure or any other purpose, if any, then the same will be proportionately charged to the intending Applicant at the rates as may be decided by the Government/Competent Authority. That the Applicant shall pay directly, or if paid by the Developer, then reimburse to the Developer on demand such Government rates, taxes or cesses, taxes of all and any kind by whatever name called, levy of proportionate development charges with regard to, but not limited to state/national highways, transport, irrigation facilities and power/electrical facilities, metro cess, etc. whether levied or leviable now or in future on the Plot forming a part of the overall development or the built up residential Complex/s and / or the Wave Royal castle being developed under the Hi-Tech Township, as assessable/applicable from the date of the Application and the same shall be borne and paid by the Applicant on pro-rata basis.
14. The Applicant shall not have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the "Residential Plot/floor" (for the purposes of a direct exit to nearest public street, nearest road only) to be identified by the Developer and such identification by the Developer in its plans now or in future, shall be final, conclusive and binding on the Applicant. The Applicant acknowledges that the Developer shall be carrying out extensive development/ construction activities for many years in future in the entire area falling within/outside the "Wave Royal Castle" under the Hi-Tech Township in which the "Residential Plot/floor" is located and the Applicant shall not raise any objections or make any claims or default in any payments as demanded by the Developer on account of inconvenience, if any, which may be suffered by the Applicant due to such development/ construction activities. The Developer shall have the authority to deal in any manner with all lands, facilities and amenities as mentioned above including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi-government, any other authority, body, any person, institution, trust or any other local body which the Developer may deem fit.

15. The Applicant agrees that out of the amount(s) paid/payable by him/her/it towards the Sale Price, the Developer shall treat 20% of the Sale Price as Earnest Money to ensure fulfillment by the Applicant of the terms and conditions as contained herein. The Developer and the Applicant hereby agree that the Earnest Money for the purpose of the Application shall be per "Residential Plot/floor". The Applicant hereby authorizes the Developer to forfeit Earnest Money along with the interest paid, due or payable along with any other amounts of non-refundable nature in case of non-fulfillment of the terms and conditions herein contained.
16. The Applicant hereby agrees to pay additionally as preferential location charges for preferential location as applicable and in a manner and within the time as stated in the payment plan. However, the Applicant has specifically agreed that due to any change in the layout plans, the "Residential Plot/floor" ceases to be in a preferential location, the Developer shall be liable to refund only the amount of preferential location charges paid by the Applicant. However, if due to any change in the layout plan, the "Residential Plot/floor" becomes preferentially located, then the Applicant shall be liable and agrees to pay as demanded by Developer such additional preferential location charges as stated in the payment plan.
17. The Applicant shall enter into a separate Maintenance Service Agreement with the Developer or its nominated agency on the terms and conditions to pay the recurring maintenance charges as well as for repair and maintenance of services as provided in the Hi-Tech Township Policy and pay the stipulated charges and deposits as per the same. The maintenance service arrangement may be handed over to local bodies as per the Hi-Tech Township Policy and the Applicant gives his/her/its consent to the same and will not question the decision singly or jointly with other Applicant(s)/Allottee(s)/Owners.
18. The Developer shall endeavour to give the possession of the Residential Plot/floor to the intending Allottee(s) within \_\_\_\_\_months, with an extension of time by\_\_\_\_\_months for obtaining necessary completion certificate/permission etc. from the Competent Authority, from the date of execution of the Plot Allottee Arrangement subject to force majeure circumstances and on receipt of all payment as per the installment plan applicable to him/her/them. The Developer on completion of the Development of the "Residential Plot/floor" shall issue final call notice to the intending allottee(s), who shall within 30 days thereof, remit all dues and take possession for whatever reason, he/she/they shall be deemed to have taken possession of the Residential Plot/floor and shall bear all charges, which includes maintenance and other levies on account of the allotted Plot.  
The force majeure circumstances which amongst other include delay on account of civil commotion, or by reason of war, or enemy action or earthquake or any act of God, delay in certain decisions/clearances from statutory body, or if non delivery of possession is as a result of any notice, order, rules or notification of the Government and / or any other public or competent authority or of the Court or for any other reason beyond the control of the Developer and in any of the aforesaid event the Developer shall be entitled to a reasonable corresponding extension of the time of delivery of possession of the "Residential Plot/floor" on account of force majeure circumstance.
19. The Sale/Conveyance Deed shall be executed and got registered in favour of the Applicant within reasonable time after the completion of development work/construction and after receipt of all dues/charges from him/her/them. Applicant shall pay as and when demanded by the Developer, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of sale deed of the "Residential Plot/floor" in favour of the Applicant which shall be executed and got registered upon receipt of the full sale price, other dues charges and expenses, as may be payable or demanded from the Applicant in respect of the "Residential Plot/Floor".
20. That the time is the essence with respect to the Applicant's obligations to pay the Sale Price as provided in the Payment Plan opted along with other payment such as applicable stamp duty, registration fee and other charges as mentioned elsewhere under instant terms and conditions to be paid on or before the due date or as and when demanded by the Developer as the case may be, and also to perform or observe all obligations under the Plot Allottee Arrangement. It is clearly agreed and understood by the Applicant that it shall not be obligatory on the part of the Developer to send demand notices/reminders regarding the payment to be made by the Applicant as per the Payment Plan.

In case of delay in making the payment by the Applicant as per the Schedule of payments, Developer may condone the delay in payments by charging interest at a rate of 18% per annum compounded quarterly for the period(s) of delay. In the event of irregular/delayed payments/non-fulfillment of terms of payment, the

registration/provisional allotment may be cancelled. Under such eventuality Earnest Money shall stand forfeited in case of cancellation of the registration/Provisional Allotment. Balance payment, if any, shall be refunded without any interest after return of original receipts and other documents by the Applicant to the Developer, concerning the "Residential Plot/floor".

However, the Developer may waive its right to terminate the Registration/Provisional Allotment and enforce all the terms and condition specified hereunder by way of seeking specific performances of the Application/Allotment Letter/Plot Allottee Arrangement. In such a case, the Parties agree that the possession of the "Residential Plot/floor" will be handed over to the Applicant only upon the payment of all outstanding dues, penalties etc., along with interest by the Applicant to the satisfaction of the Developer.

21. The Applicant shall pay for water and electricity charges for construction of the house of the "Residential Plot/floor", plans of which will be got approved by the Applicant from the Competent Authorities at Applicant's sole cost and responsibility and Applicant specifically understand that Developer shall not have any obligation in respect thereof. Further all building rules and regulation as may be prevalent and applicable for carrying out the construction on the "Residential Plot/floor" will be strictly adhered to by the Applicant and the Applicant shall solely be responsible for deviation and violation thereof.
22. The Applicant shall be bound to start construction of house over the allotted "Residential Plot/floor" Plot with due sanction of the building plans from the Competent Authority within a period of three years (or within such time the competent authority may decide from time to time) from the date of offer of possession by the Developer failing which, Applicant shall be liable to pay penalty and or suffer other consequences as per policy of the Competent Authority.
23. That the Applicant agrees to pay directly, or if paid by the Developer, then reimburse to the Developer on demand, Govt. rates, property taxes, wealth tax, taxes, service tax (if any) of all and any kind by whatever name called, whether levied or leviable now or in future on the "Residential Plot/floor" or building(s) constructed thereon, as the case may be, as assessable/applicable from the date of Application and the same shall be borne and paid by the Applicant in proportion to the Area of the "Residential Plot/floor". Further the Applicant shall be liable to pay from the date of his/her Application house-tax/property-tax, fire fighting tax or any other fee or cess as and when levied by a local body or authority and so long as the "Residential Plot/floor" is not separately assessed to such taxes, fee or cess, the same shall be paid by the Applicant in proportion to the Area of the "Residential Plot/floor" to the total Area of all the "Residential Plot/floor" of Wave Royal Castle".
24. The Applicant hereby authorizes and permits the Developer to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of his/her/their respective Residential Plot/floor or the receivables, if any, accruing or likely to accrue there from, subject to the Plot being made free of all and any encumbrances at the time of execution of sale deed in favour of the Applicant or his/her/their nominee. The Company/Financial Institution/Bank shall always have the first lien/charge on the said "Residential Plot/floor" for all its dues and other sums payable by the Applicant or in respect of the loan granted for the purpose of the development / construction of the said plotted development schemes Wave Royal Castle and/or development of Hi-Tech Township. However, the Developer shall get the "Residential Plot/floor" free from all encumbrances before execution of the conveyance deed in favour of the Applicant. Unless a conveyance deed is executed and registered in favour of the Applicant, the Developer shall for all intents and purposes continue to be the owner of the "Residential Plot/floor" and also the construction, if any thereon. In case the Applicant(s), who has/have opted for long-term payment plan arrangement with any financial institutions/banks, the conveyance of the "Residential Plot/floor" in favour of the Applicant shall be executed only upon the Developer receiving No-Objection Certificate from such financial institutions/banks.
25. The Applicant hereby covenants with the Developer to pay from time to time and at all times, the amount which the Applicant is liable to pay as agreed and to observe and perform all the covenants and conditions of application for sale and to keep the Developer and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the covenants, terms and conditions and also against any loss or damage that the Developer may suffer as a result of non-payment, non-observance or non-performance of the covenants, terms and conditions of allotment by the Applicant.



26. The Applicant, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under Application/ Plot Allottee(s) Arrangement. Any refund, transfer of security, if provided in terms of the Plot Allottee Arrangement 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 Applicant understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Developer accepts no responsibility in this regard. The Applicant shall keep the Developer full indemnified and harmless in this regard. Whenever there is any change in the residential status of the Applicant subsequent to the signing of this Agreement, it shall be the sole responsibility of the Applicant to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Company shall not be responsible towards any third party making payment/remittances on behalf of any Applicant and such third party shall not have any right in the Application/Allotment of the “Residential Plot/floor” applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Applicant only.
27. The Applicant has specifically agreed with the Developer that allotment of the “Residential Plot/floor” shall be subject to strict compliance of Bye Laws Rules etc. that may be framed by the Developer for occupation and use of the “Residential Plot/floor” and such other conditions as per the applicable laws.
28. The Applicant shall inform the Developer in writing of any change in the mailing address mentioned in the application failing which all demands, notices etc. by the Developer shall be mailed to the address given in the application and shall be deemed to have been received by the Applicant. In case of Joint Applicants, all communication shall be sent to the first named Applicant in the application.
29. The Applicant agrees and undertakes that the Applicant shall not sell, transfer, assign or part with his/her/their right, title or interest in the “Residential Plot/floor” or any portion thereof, even after the allotment is made in his favour, until all the dues payable to the Developer are fully paid and the Deed of Conveyance is executed in his/her/their favour. The Applicant is/are however entitled to get the name of his/her/their nominee(s) substituted in his/her/their place with the prior approval of the Developer who may permit the same on such conditions as it may deem fit. The Applicant shall pay to the Developer the Administrative Charges as applicable and decided by the Developer from time to time for the purpose of such substitution.
30. The Applicant specifically understands that upon execution the terms and conditions as set out in the Plot Allottee(s) Arrangement shall supersede the terms and conditions as set out herein.
31. That for all intents and purposes and for the purpose of the terms and conditions set out herein, singular includes plural and masculine includes the feminine gender.
32. In the event any one or more of the phrases, sentences, clauses or paragraphs contained in this application and/or the terms and conditions herein are declared invalid by a final and un-appealable order, decree or judgment of a Court, then this Application shall be construed as if such phrases, sentences, clauses or paragraphs, had not been inserted in this application and/or the terms and conditions hereof and the remaining of the Application and or terms and conditions shall not get affected.
33. The Developer as a result of any contingency including force majeure reserves its right to alter, add or vary the terms and conditions of the allotment or if the circumstances beyond Developer’s control so warrant, the Developer may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the Applicant for the period of delay/suspension of scheme.
34. All or any dispute arising out of or touching upon or in relation to terms and condition herein or Plot Allottee(s) Arrangement including the interpretation and validity thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through Arbitration. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments, modifications thereof for the time being in force. The Arbitration

proceeding shall be held at the registered office of the Developer or at such other designated place the Arbitral Forum may decide, by the sole Arbitrator to be appointed by any of working Director(s) of the Developer in writing. Applicant or anyone claiming through him/her shall not be entitled to challenge the authority of such appointed Arbitrator only on the ground that such Arbitrator is in any way connected with the Developer. Such appointed Arbitrator shall however be expert in real estate field and impartial and not affected with the result of the Arbitration Proceedings or the Award. Any dispute or legal proceeding arising out of this transaction shall be subject to jurisdiction of the Courts where property under subject to sale is situated.

I/we have fully read and understand the above-mentioned terms and conditions and agree to abide by the same. I/we understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as shall be comprehensively set out in the Plot Allottee Arrangement which shall supersede the terms and conditions set out in this application.

Date  
Place

Signature of the Applicant(s)

## ANNEXURE

### **Resident of India:**

- Copy of PAN Card.
- Address Proof.

### **Photographs in all cases**

### **Partnership firm**

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

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

- Copy of PAN card of the company.
- Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary of the Company.
- Board Resolution authorizing the signatory of the application form to buy property on behalf of the Company.

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

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

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

- Copy of the individual's passport.
- In case of demand draft (DD), the confirmation form from the banker stating that the DD has been prepared from the proceeds of NRE / NRO account of the allottee.
- In case of a 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.