



Application for Allotment

of Residential Plot in "Wave City" Situated at NH-24, Ghaziabad in Uttar Pradesh

Application No. _____

Date:.....

Dear Sir,

I/We the undersigned whose particulars are mentioned below in this Application request that I/We may be provisionally allotted a residential 'Plot' in your project "Wave City" situated at NH-24, Ghaziabad in Uttar Pradesh under your Down Payment / Installments Payment Plan.

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 Plot 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 booking or registration, if any, made by me/ us previously with Developer for allotment of a plot in "Wave City" shall stand withdrawn and/ or revoked upon the submission of this application form and I/We, the applicant(s) herein unequivocally agree, affirm and undertake to be bound by the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 is provisionally allotted to me/us and I/we shall sign and execute the Plot Allottee(s) Arrangement / Allotment Letter on the Developer's standard format.

I/We have clearly understood that this application shall not be 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 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 to 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 agree that the allotment of the Plot as and when made by the Developer, shall be provisional at the sole discretion of the Developer and an Allotment Letter of Residential Plot will be issued by the Developer on acceptance of this offer, 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 or challenge the same in a Court of Law 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 application.

I/We have read, understood 'Terms & Conditions' 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 further agree to sign and execute as and when required by the Developer, the 'Plot' Allottee(s) Arrangement / Allotment Letter on the Developer's standard format and 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 the said purpose 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 Courts of Law.

I/We hereby state that I/We after having read, understood and considered 'Terms & Conditions', the Government Rules Regulation vis-à-vis Hi-Tech Township Scheme, willing to apply for provisional allotment of residential 'Plot' in Wave City and specially record my/our acceptance thereto.

Signature of Sole / First Applicant

Signature of Second Applicant (If any)

Signature of Third Applicant

PERSONAL DETAILS FORM

My/our particulars are given below for your reference and record



1. SOLE OR FIRST APPLICANT

Mr/Ms/M/s

Son of/wife of/daughter of

Permanent Address

City State

Pin Code Country

(i) Gender M/F, (ii) Status - Major / Minor (iii) Age Years (iv) Nationality

(v) Martial Status -if married, no of children

(vi) Occupation - Government Services Private Services Self Employed Professional Self Employed (Business/ Industry) Others

(vi.a) No. of years in occupation (vii) Residential Status - Resident / No Resident / Foreign National of Indian Original

(viii) Income Tax Permanent Account No. - Ward / Cicle / Special Range and Place where assessed to Income Tax (copy enclosed) (ix) In case of Non-resident, Passport No. (copy enclosed

(x) in case of a HUF / Partnership / Company / Corporation / Society / Trust or other legal entity - Registration No., if any

(Certified copy of the Board Resolution and the Memorandum & Articles of Association or Certified copy of the Resoution of the Giverning Body / Managing Committee and the Bye Laws) (xi) Mailing Address:

City State Pin Code Telephone Nos.

Fax No. Mobile: email:

(xii) Office / Business name and Address:

City State Pin Code Telephone Nos.

Fax No. Mobile:

email:

2. SECOND OR JOINT APPLICANT

Mr/Ms/M/s

Son of/wife of/daughter of

Permanent Address

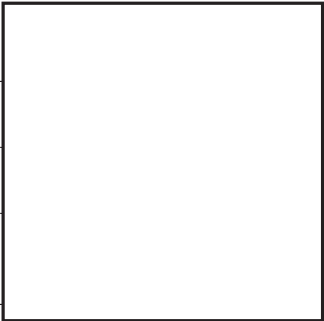
City State

Pin Code Country

(i) Gender M/F, (ii) Status - Major / Minor (iii) Age Years (iv) Nationality

(v) Martial Status -if married, no of children (vi) Occupation - Government Service Private Service Self Employed Professional Self Employed (Business/Industry) Others (vi.a)

No. of years in occupation (vii) Residential Status - Resident / No Resident / Foreign National of Indian Original

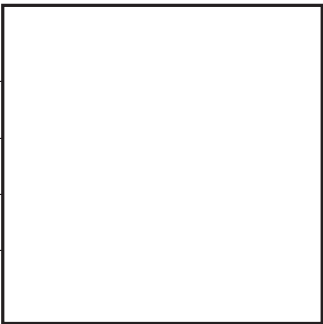


(viii) Income Tax Permanent Account No. _____ - Ward / Cicle / Special Range and Place where assessed to Income Tax _____ (copy enclosed) (ix) In case of Non-resident, Passport No. _____ (copy enclosed) (x) in case of a HUF / Partnership / Company / Corporation / Society / Trust or other legal entity - Registration No., if any _____ (Certified copy of the Board Resolution and the Memorandum & Articles of Association or Certified copy of the Resoution of the Giverning Body / Managing Committee and the Bye Laws) (xi) Mailing

Address: _____ City _____ State _____ Pin Code _____ Telephone Nos. _____ Fax No. _____ Mobile: _____ email: _____ (xii) Office / Business name and Address: _____ City _____ State _____ Pin Code _____ Telephone Nos. _____ Fax No. _____ Mobile: _____ email: _____

3. THIRD OR JOINT APPLICANT

Mr/Ms/M/s _____ Son of/wife of/daughter of _____ Permanent Address _____ City _____ State _____ Pin Code _____ Country _____ (i) Gender M/F, (ii) Status - Major / Minor (iii) Age _____ Years (iv) Nationality _____ (v) Martial Status _____ -if married, no of children _____ (vi) Occupation - Government Service ☐ Private Service ☐ Self Employed Professional ☐ Self Employed (Business/Industry) ☐ Others ☐ _____ (vi.a) No. of years in occupation _____ (vii) Residential Status Resident Non Resident / Foreign National of Indian Original



(viii) Income Tax Permanent Account No. _____ - Ward / Cicle / Special Range and Place where assessed to Income Tax _____ (copy enclosed) (ix) In case of Non-resident, Passport No. _____ (copy enclosed) (x) in case of a HUF / Partnership / Company / Corporation / Society / Trust or other legal entity - Registration No., if any _____ (Certified copy of the Board Resolution and the Memorandum & Articles of Association or Certified copy of the Resoution of the Giverning Body / Managing Committee and the Bye Laws) (xi) Mailing Address: _____ City _____ State _____ Pin Code _____ Telephone Nos. _____ Fax No. _____ Mobile: _____ email: _____ (xii) Office / Business name and Address: _____ City _____ State _____ Pin Code _____ Telephone Nos. _____ Fax No. _____ Mobile: _____ email: _____

4. DETAILS OF NOMINEE

Mr/Ms/M/s _____ Son of/wife of/daughter of _____ Permanent Address _____ City _____ State _____ Pin Code _____ Country _____ (i) Gender M/F, (ii) Status - Major / Minor (iii) Age _____ Years (iv) Nationality _____ (v) Martial Status _____ -if married, no of children _____ (vi) Occupation - Government Service ☐ Private Service ☐ Self Employed Professional ☐ Self Employed (Business/Industry) ☐ Others ☐ _____

5. DETAILS OF RESIDENTIAL PLOT FOR ADVANCE REGISTRATION

i.	Type of Property	:	.....
ii.	Sector	:	.....
iii.	Pocket No.	:	.....
iv.	Plot No.	:	.....
v.	Required Plot Area	:	.....Per Sq. Mt. / Sq. Ft. / Sq. yd.....
vi.	Basic Rate	:	.....Per Sq. Mt. / Sq. Ft. / Sq. yd.....
vii.	Basic Sale Price	:	.....Rs.....
viii.	PDC Rate	:	.....
ix.	PDC Amount	:	.....
x.	PLC Rate	:	.....
xi.	IDC Rate	:	.....
xii.	IDC Amount	:	.....
xiii.	IFMS Amount	:	.....

6. SALE PRICE

- Basic Price @ Rs. _____ Preferential Location Charge (PLC) Rs. _____
- Peripheral Development Cahrges (PDC) Rs. _____
- Infrastructure Development Services (IDC) Rs. _____
- Interest Free Maintenance Services (IFMS) Rs. _____
- Club Membership Charges Rs. _____
- Other Charges, if any Rs. _____
- Aggregating to Rs. _____ (Rupees _____ Only)

7. PAYMENT PLAN OPTED : DOWN PAYMENT / INSTALMENT

1. Payment to be made by Demand Draft (s) Pay Order (s) Chaque (s) only drawn in favour of "Wave City NH-24." payable, at New Delhi.
2. Allotment to Non Resident and National of Indian Origin shall be subject to Laws of Republic of India.
3. For non-residents / foreign nationals of Indian origin all remittances, acquisition / transfer of the Residential Plot and compliance with the provisions of Foreign Exchange Management Act; 1999 (FEMA) or any other statutory enactment shall by Applicant's sole responsibility.

8. DECLARATION

I/We, the Applicant(s), do hereby declare that my/our application for the allotment Registration of Residential Plot is irrevocable and that the above particulars/information/details given by me/us are true and correct and nothing has been concealed there from. In case of any false or misleading information provided by the Applicant (s), the Developers shall be entitled to forfeit the amount deposited by the Applicant(s).

Yours faithfully

(_____)Signature of Sole / First applicant

(_____)Signature of Second applicant

(_____)Signature of Third applicant

Date _____

Place _____

FOR OFFICE USE ONLY

(i) Application:Accepted/Rejected

(ii) Provisional Registration of Residential Plot:

(a) Type _____ (b) Tentative Plot No. _____

Block No. _____ (Strike out whichever is not applicable)

(c) Area of Plot _____ Square YARDS _____ Square Yards

(d) Basic Price @ Rs. _____ Preferential Charges (PLC) Rs. _____

Peripheral Development (PDC) Rs. _____ Infrastructure Development Charges (IDC) Rs. _____ Club

Membership Charges Rs. _____ Other Charges, if any Rs. _____ aggregating to

Rs. _____ (Rupees _____ only)

(iii) Payment Plan: _____

(iv) Type of Account: _____

(v) Booking amount received vide Receipt No. _____ dated _____

Rs. _____ (Rupees _____ only)

(vi) Payment received vide Cheque/DD/Pay Order No. _____ dated _____ for Rs. _____

(vii) Mode of Booking : _____

(viii) Special instruction / remarks: _____

ACKNOWLEDGEMENT

Application Form No._____ Type of Residential Plot _____

Received Application of Shri _____

For the registration of a Plot _____

At "Wave City" situated at NH-24, Ghaziabad, Uttar Pradesh

Vide_____Cheque / Demand Draft No._____

Dated_____Amounting to Rs._____(Rupees_____)

"Wave City" Situated at NH-24, Ghaziabad in Uttar Pradesh

Authorized Signatory

(5)

BROAD TERMS AND CONDITIONS FORMING A PART OF THIS APPLICATION FORM FOR PROVISIONAL ALLOTMENT BY SALE OF A RESIDENTIAL PLOT IN “WAVE CITY” SITUATED 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’ 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 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 Developers in the land on which the Residential Plot is being developed and has also understood all the limitation and obligations in respect thereof. The Applicant agrees that there will not be any further investigations or objections by him/her / it in this respect.
3. The Applicant has understood all the terms and conditions of the scheme as contained in Govt. of U .P. Hi- Tech Township Policy as issued by G.O. No.3872 dated 17th September, 2007 and all relevant Government orders which were issued in continuation of Hi-Tech Township Policy-2003 and has understood the facts relevant to this scheme / Project.
4. The Applicant is conversant of the fact that Hi- Tech Township Scheme located along NH-24, Ghaziabad popularly known as “WAVE CITY” is being proposed by the Developer as a Green Hi- Tech Township. TheDeveloper has purchased sizeable land parcel necessary to obtain license and has got the detailed layout plan of the project accepted and approved by the Controlling Authority under the authorization of U .P. Govt. Further the Applicant has understood that M/s Uppal Chadha Hi- Tech Developers Pvt. Ltd. (Consortium), who are the Developer in this case have formed an SPV in the name ,and title of Uppal Chadha Hi- Tech Developers Pvt. Ltd. who are developing this project in terms of the Hi-Tech Township Policy and as per the approval of the Government.
5. The Detailed Project Report as well as the detailed layout Plan of the project has already been approved and after purchasingof the lands, the Developer has also executed the Development Agreement with the Competent Authority who has accorded its consent to the detailed layout plan as already approved by DPR Committee.
6. The Applicant is aware 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 State Government will acquire the remaining land in order to get the scheme developed as provided in Hi-Tech Township Policy.
7. 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 conditons. However, the same may be changed , altered, modified, revised, added, deleted, substituted or recast as the Developer may consider necessary or as directed by the Competent Authority and / or architect at any time even after the layout plans / building plans for the Project are sanctioned. The Applicant has also seen the broad specifications and information with regard to the project which is tentative and the Developer may make such variations and modifications therein as it may deem fit and proper or as may be directed by any competent authority and the Applicant hereby gives his consent to such variations and modifications.
- 8 . The Developer shall have the right to effect suitable necessary alterations in the layout plan of the Project, if and when found necessary, which alterations may involve all or any of the following changes, namely change in the position of Plot, change in the no. of the Plot or change in its dimensions or change in its area. To implement any or all of the Plot Area, the rate per sq.yds. / sq.mtr., as the case may be and other charge upto 10% increase / decrease will be the same rate at which the allotment is made and area beyond 10% increase / decrease will be at the then prevailing market rate of the Plot. As a consequence of such reduction or increase in the area, 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.
9. As per prevailing practice, the developed plots allotted by the Government agencies are generally on lease hold basis and also if the land is acquired by the Government , the same is transferred to the Developer on lease hold basis only. However, in this case, it is the responsibility of the Developer in taking the responsibility of allotting free hold Plot to the Applicant by buying land directly from the farmers at market price and paying the requisite stamp duty. Thus the Developer is offering free hold Plot to the applicant and will be charging freehold conversion charges from the applicant @ 12% of the sale price as is

charged by the Government Agencies when they convert properties from lease hold. The same shall be paid as and when demanded by the Developer

10. Developer has made it specially 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 said Residential Plot does not include any element of reconery or payments towards peripheral / intrastruture development, running and operation of common amenties and facilities as well as recovery of payment towars 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. However, the applicant(s) categorically understands that the existing peripheral/infrastructure development charges are only indicative , based on the estimation, which is likely to change with the change in index price in future, therefore, if there is any escalation in the peripheral / infrastructure development charges, the same shall be born and paid by the Applicant(s). As regards payment of maintenance charges, the Applicant shall enter into a separate Agreement.
11. The terms and conditions contained in the MOU entered between the Developer and the Government of UP and other terms and conditions of Hi- Tech Township scheme will be applicable on the plot of land allotted to the Applicant and it will be responsibility of the Developer to develop this Hi- Tech Township and to hand over the developed land 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 infrasture 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. That the Applicant shall pay directly, or if paid by the Developer, then reimburse the Developer on demand the 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. wheather 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 Project(s) constructed within the “WAVE CITY” and / or residential Complex or the said Residential Plot, as the case may be, as assessable/applicable from the date of the Applicant and the same shall be borne and paid by theApplicant.
12. The Applicant shall not have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilties and amentities falling outside the residential 'Plot' (for the purposes of a direct exit to nearest public street, nearest road only) to be identified by the Developer in its sole discretion 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 project in which the residential 'Plot' is located and the Applicant shall not have any right to 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 sole discretion and absolute authority to deal in any manner with all lands, facilities and amenties as mentioned above including but not limited to creation of further rights in favour of any other party by way of sale , transfer, lease, collabration, 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.
13. 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 and the Allotment Letter. The Developer and the Applicant hereby agree that the money for the purpose of the application and Allotment Letter shall be per Plot. The Applicant hereby authorizes the Developer to forfeit this earnest money along with the interest paid, due or payable along with any other amounts of non-refundable nature in case of non-fulfilment of the terms and conditions herein contained and those of the Allotment Letter as also in the event of failure by the Applicant to sign and return to the Developer, the Allotment Letter within thirty (30) days of its dispatch by the Developer. The Applicant shall use and occupy the Residential Plot for the defined purposes and in such mode and manner as may be provided in the Plot Buyer Agreement.
14. 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 said Residential Plot 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 and such refund shall be adjusted in the last installment as stated in the payment plan. If due to any change in the layout plan, the Residential Plot becomes preferentially located, then the Applicant shall be liable and agrees to pay as demanded by Developer additional preferential location charges as stated in the payment plan.

15. 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 the Maintenance Agreement and pay the stipulated charges and deposits as per the same . The maintenance arrangement may be handed over to local bodies at Developer's discretion as per the Hi-Tech Township Policy and the Applicant gives his / her / its consent to the same and will not question the Developer's decision singly or jointly with other Allottee(s) / Owners.
16. The Developer shall endeavor to give the possession of the Residential Plot to the intending Allottee(s) within the committed period 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 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 and shall bear all charges, which includes maintenance and other levies on account of the allotted Plot.
- The force majeure circumstances which amongst other things 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 said Residential Plot on account of force majeure circumstance.
17. 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 said Residential Plot in favour of the Applicant which shall be executed and got registered upon receipt of the full sale price, other dues and the said charges and expenses, as may be payable or demanded from Applicant in respect of the said Residential Plot charges mentioned above as may be applicable and other charges such as parking space(s), storage space etc. allotted to him / her/ them.
18. Time is the essence with respect to the Applicant's obligations to pay the Sale Price as provided in the Payment Schedule along with other payment such as applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the Agreement 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 the other obligations of Applicant under the Plot Buyer Agreement . It is clearly agreed and understood by the Applicant that it shall not be obligatory on the part of Developer to send demand notices / reminders regarding the payment to be made by the Applicant as per the Schedule of Payment or obligation to be performed by the Applicant.
- In case of delay in making the payment by the Applicant as per the Schedule of payments, Developer at its sole discretion may condone the delay in payments by charging interest at a rate of 18% per annum for the period(s) of delay. In the event of irregular / delayed payments / non-fulfillment of terms of payment, the registration may be cancelled at the sole discretion of the Developer. The 20% of the basic sale price of the Residential Plot constituting Earnst Money shall stand forfeited in case of cancellation of the registration. 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 registered Residential Plot.
- However, the Developer may at its sole discretion, waive its right to terminate the Allotment / Agreement, and enforce all the payments and seek specific performances of the Allotment Letter. In such a case, the Parties agree that the possession of the Residential Plot 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 Applicant to the satisfaction of the Developer.
19. The Applicant shall pay for water and electricity charges for construction of the house, 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.
20. The Applicant shall be bound to start construction of house over the allotment Plot with due sanction of 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.

21. 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 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 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. In case of the Applicant(s), who has/have opted for long-term payment plan arrangement with any financial institutions/banks, the conveyance of the Residential Plot in favour of the Applicant shall be executed only upon the Developer receiving No Objection Certificate from such financial institutions/banks. 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 Plot and also the construction, if any thereon and this proposal shall not give to the Allottee(s) any right or interest therein.
22. 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 said covenants 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 said covenants and conditions by the Applicant.
23. It is abundantly made clear that in respect of all remittances, acquisition/ transfer of the said Plot, it shall be the sole responsibility of non-resident/ foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Developer with such permissions, approvals which would enable the Developer to fulfill its obligations under Buyer's Application or Agreement. Any refund, transfer of security, if provided in terms of the Application Form/Plot Buyers Agreement 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 (RBI) or any other applicable law. The Applicant understands and agrees that in the event of any failure on his/her / their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she/it 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 and the Applicant agrees to keep the Developer fully indemnified for any financial loss, harm or injury caused to it for any reason whatsoever in this regard. Non Resident / Foreign Nationals of Indian Origin have to submit the requisite declarations/ documents to the Developer in adherence to and to comply with applicable statutory enactments including rules and regulations of Foreign Exchange Management Act 1999 or regulations prescribed by the RBI.
24. The Applicant has specifically agreed with the Developer that allotment of the Residential Plot shall be subject to strict compliance of Bye Laws etc. that may be framed by the Developer for occupation and use of the Residential Plot and such other conditions as per the applicable laws.
25. 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.
26. It is specifically agreed and understood by the Applicant that the Developer may at its sole discretion decide not to allot any or all Plot(s) to anybody or altogether decide to put, at abeyance, the project itself for which the Applicant shall not raise any dispute or claim any right, title or interest on the acceptance of the application and receipt of initial token / registration amount being received by the Developer with the application from the Applicant. Further, the provisional and / or final allotment of the Residential Plot is entirely at the discretion of the Developer and the Developer has full right to reject any provisional and / or final allotment without assigning any reasons whatsoever thereof.
27. 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 said Residential Plot or any portion thereof, even after the allotment is made in favour, untill 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 at its sole discretion permit the same on such conditions as it may deem fit. The Applicant shall pay to the Developer the transfer charges as applicable from time to time for the purpose of such substitution.

28.

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.
29.

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.
30.

In the event anyone 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 unappealable 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.
31.

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 / refund of any nature whatsoever can be claimed by the Applicant for the period of delay / suspension of scheme.
32.

All or any dispute out of or touching upon or in relation to the terms of the Application, terms and condition herein or Plot Buyers Agreement or the Maintenance Agreement 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 Developer may decide at in New Delhi only 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 anyway connected with the Developer. Such appointed Arbitrator shall however be impartial and not affected with the result of the Arbitration Proceedings or the Award.

Any dispute or legal proceedings 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 understood 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 Buyers Agreement 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

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 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.