

## APPLICATION FORM

Application No. \_\_\_\_\_

Date: \_\_\_\_\_

**WAVE SILVER TOWER PVT. LTD.**

A-25, Mohan Co-operative Industrial Estate,  
Mathura Road,  
New Delhi - 110044

Dear Sir,

I/We submit this application for purchase of a Commercial Space in the upcoming Commercial Complex named as "WAVE 1<sup>ST</sup> SILVER TOWER" being developed by the company (hereinafter referred to as "LESSOR") on the plot of land admeasuring approx. 3414 sq. mts. owned by the company and situated in Sector - 18, Noida, (U.P.) (hereinafter referred to as the "said land") after having examined the documents pertaining to the ownership, sanctions and tentative sales plan of the said project.

**Details of the "COMMERCIAL SPACE":**

As per the tentative sales plan, I / We opt for a Super Area\* of \_\_\_\_\_ Sq. Mt. @ Rs. \_\_\_\_\_ per Sq. Mtr. i.e. (apprx. \_\_\_\_\_ Sq. Ft @ Rs. \_\_\_\_\_ per Sq. Ft.) plus various other charges as detailed below on \_\_\_\_\_ Floor in the said Project for \_\_\_\_\_ use, under the Construction Linked Payment Plan.

Super Area\* means the total of covered area inclusive of area under the periphery walls, area under columns and common walls plus proportionate share of areas utilized for common use, services and facilities. The areas are tentative and are subject to variation.

I/We remit herewith a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) as registration / booking amount which may be treated as earnest money in respect of the said COMMERCIAL SPACE as per the details mentioned hereunder:-

| Cheque No. | Dated | Amount (Rs.) | Drawn on |
|------------|-------|--------------|----------|
|            |       |              |          |
|            |       |              |          |
|            |       |              |          |

**Particulars of the Applicant**

**\*\*FIRST/SOLE APPLICANT** Mr./ Mrs./ Ms. ....  
Son / Wife / Daughter of Mr. ....  
Date of Birth ..... Profession ..... Designation .....  
Nationality ..... Marital Status ..... No. of Children .....  
Residential Status: Resident ☐ Non-Resident ☐ Foreign National of Indian Origin ☐  
Residential Address .....  
Tel. Res. .... Off ..... Mobile .....  
Fax No. .... E-Mail ID .....  
Income Tax Permanent Account No./ Ward No. .... Passport No. ....

PHOTOGRAPH

**\*\*SECOND APPLICANT** Mr./ Mrs./ Ms. ....  
Son / Wife / Daughter of Mr. ....  
Date of Birth ..... Profession ..... Designation .....  
Nationality ..... Marital Status ..... No. of Children .....  
Residential Status: Resident ☐ Non-Resident ☐ Foreign National of Indian Origin ☐  
Residential Address .....  
Tel. Res. .... Off ..... Mobile .....  
Fax No. .... E-Mail ID .....  
Income Tax Permanent Account No. / Ward No. .... Passport No. ....

PHOTOGRAPH

\_\_\_\_\_  
Signature of First Applicant

\_\_\_\_\_  
Signature of Second Applicant

\*\*M/s. \_\_\_\_\_ a partnership firm duly registered under the Indian Partnership Act 1932, having office at \_\_\_\_\_ through its partner Shri/Smt. \_\_\_\_\_ (hereinafter referred to as the 'Applicant', which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership firm and their heirs, legal representatives, administrators, executors, successors and assigns) (copy of the resolution signed by all Partners required).

\*\*M/s. \_\_\_\_\_ a Company registered under the Companies Act, 1956, having its registered office at \_\_\_\_\_ through its duly authorised signatory Shri/Smt. \_\_\_\_\_ authorised by Board resolution dated \_\_\_\_\_ (hereinafter referred to as the "Applicant", which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required).

(\*Delete whichever is not applicable)

I/We agree to make further payments and additional charges as per the Payment Plan opted by me/us and/or such other expenses as may be intimated/demanded by LESSOR, failing which, 10% of the price of the COMMERCIAL SPACE will be forfeited by the LESSOR and the booking of the COMMERCIAL SPACE shall stand automatically cancelled without any further notice to the COMMERCIAL SPACE Buyer and the applicant shall cease to have any lien or right on the allotted COMMERCIAL SPACE. The balance amount paid by the Applicant(s) shall be refunded without any interest, only on surrender of the original receipts and Allotment Letter.

I/we have carefully read and understood the terms and conditions attached with this application, and hereby agree and undertake to abide by them. I/We shall sign and execute the "Commercial Space Buyer Agreement / Allotment Letter", as and when required by LESSOR on the standard format, copy whereof has been seen and terms therein have been understood by me/us.

I/We the above named applicant(s) do hereby declare that the particulars given by me/us are true and correct and nothing has been concealed there from. Any allotment against my/our application shall be subject to the terms and conditions attached to this application form and as may be comprehensively set out in the "Commercial Space Buyer Agreement / Allotment Letter", the terms thereof shall also be applicable to my/our legal heirs and successors. I/We undertake to inform the LESSOR of any change in my/our address or in any other particular/information, given above, till the COMMERCIAL SPACE is duly registered in my/our name(s), failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the LESSOR shall be deemed to have been received by me/us. I/we have read and signed all the pages of this application form and the "Payment Plan" after fully understanding the contents thereof.

| PARTICULARS  | DETAILS  | AMOUNT (in Rs.)                                  |
|--|--|--|
| A. Basic Sale Price (BSP)  | @ Rs. ....per. Sq. Mtr. (Rs. ....per .Sq. Ft.) |  |
| B. Additional Charges (as applicable)  |  |  |
| Stamp Duty, Registration Fee and allied charges for execution and registration of Conveyance Deed will be additionally payable by the applicant/ allottee before possession. |  |  |
| Mode of Booking  | Direct   | If through Sales Organizer;<br>Name with Stamp : |

#### FOR OFFICE USE

Indicate Type of Account of Applicant(s) (NRE/NRO A/c for Foreign Nationals) \_\_\_\_\_

Application Processed by \_\_\_\_\_ Date \_\_\_\_\_ Place \_\_\_\_\_

Accounts Prepared/Checked by \_\_\_\_\_ Date \_\_\_\_\_ Place \_\_\_\_\_

#### Check List

##### In case of individual:

Proof of residence: (Voter ID/ Passport/ Driving License)  
Copy of photo PAN Card  
Bank Attested Signature Proof

##### In case of Firm/ Company:

Copy of PAN Card.  
Memorandum & Articles of Association.  
Board Resolution  
Bank Attested Signature Proof of Signing Authority  
Deed of Partnership (if applicable)  
Authorization Letter from Partners.

\_\_\_\_\_  
Signature of First Applicant

\_\_\_\_\_  
Signature of Second Applicant

## TERMS & CONDITIONS

The terms and conditions given below are of indicative nature with a view to acquaint the applicant(s) with the terms and conditions as may be comprehensively set out in the Commercial Space Buyer Agreement / Allotment Letter which upon execution shall supersede the terms and conditions as set out in this application. The Applicant(s) shall sign all the pages of this application in token of his/her acceptance of the same.

1. The applicant(s) has applied for the purchase of a COMMERCIAL SPACE to be developed in the proposed Commercial Complex named as "WAVE 1<sup>ST</sup> SILVER TOWER" being developed by LESSOR on its plot of land admeasuring approx. 3414 sq. mts. and situated in Sector-18, Noida, (U.P.). New Okhla Industrial Development Authority (NOIDA) has granted the lease for a period of 90 years vide lease deed executed on \_\_.\_\_. and registered with Sub Registrar on NOIDA vide Document Serial No.\_\_\_\_ Volume \_\_\_\_ Pages \_\_\_\_ to \_\_\_\_ on \_\_.\_\_. for the construction of the commercial complex on the said Plot of land. I / we have purchased the COMMERCIAL SPACE after having examined the documents pertaining to the ownership, sanctions and tentative sales plan of the said project and has further understood all limitations and obligations in respect thereof.
2. The allotment of the COMMERCIAL SPACE is entirely at the discretion of LESSOR. The COMMERCIAL SPACE(s) are restricted to specific use as mentioned above in the application and the applicant is bound to use the COMMERCIAL SPACE for designated purpose only. The applicant(s) has examined the plans, designs and specifications of the COMMERCIAL SPACE which are tentative and agree that LESSOR may effect such variations and modifications therein as may be deemed necessary in the interest of the Project or as may be done by any competent authority. The applicant(s) agree that no claim, monetary or otherwise will be raised in case of any change in location and/or area of the said COMMERCIAL SPACE. It is clarified that the initial rate of booking of the COMMERCIAL SPACE will be applicable on the final area which can be slightly less or more than the area mentioned above.
3. If any Applicant(s) fails to pay the Allotment Money or any of the Installments or any amount due on the stipulated Due Dates, an interest @ 18% p.a., on such due amount will be charged from the Applicant(s). If the dues remain unpaid for a period of one month or more from the due date as mentioned hereinabove, 10% of the price of the COMMERCIAL SPACE will be forfeited by the LESSOR and the booking of the COMMERCIAL SPACE shall stand automatically cancelled without any further notice to the Applicant(s) and the defaulting Applicant(s) shall cease to have any lien or right on the allotted COMMERCIAL SPACE. The balance amount paid by the Applicant(s) shall be refunded without any interest, only on surrender of the original receipts and Allotment Letter.
4. All payments by the applicant shall be made to the LESSOR through demand drafts / cheques drawn upon scheduled banks in favour of **"Wave Silver Tower Pvt. Ltd."** payable at New Delhi/Noida only.
5. Assignment of allotment of the COMMERCIAL SPACE by the applicant shall be permissible at the discretion of the LESSOR on payment of such administrative charges as may be fixed by the LESSOR from time to time. Provided however, that the allottee and the assignee (new allottee) agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment. The applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the applicant(s) by the LESSOR that any nomination/transfer/assignment of allotted COMMERCIAL SPACE are subject to conditions/ restrictions, if any, imposed by any statutory authorities. Further the applicant(s) agree to pay all fees, charges and other expenses to the LESSOR and/or the competent authorities payable on account such nomination/transfer/assignment of allotted COMMERCIAL SPACE(s). However, in the event of any imposition of such further instructions at any time after the date of this application to restrict nomination/ transfer/assignment of the allotted COMMERCIAL SPACE(s) by any statutory authority, the parties will have to comply with the same and the applicant(s) has specifically noted the same.
6. All statutory charges, Service Tax, other taxes, cess including any enhancement thereof and/or other levies demanded or imposed by the concerned authorities shall be payable proportionately by the applicant(s) from the date of booking as per demand raised by the LESSOR.
7. Non-payment of any consumption and maintenance charges pertaining to the said COMMERCIAL SPACE within the time specified shall also disentitle the applicant from the enjoyment of the common area facilities and services applicable to the said Project including the said COMMERCIAL SPACE.
8. The super area of the said COMMERCIAL SPACE includes the covered area inclusive of the area under the periphery walls, area under columns and common walls plus proportionate share of areas utilized for common use, services and facilities alongwith non exclusive usage rights therein. It is clearly understood and agreed by the applicant(s) that the LESSOR has absolute and unrestricted right over all the signage areas for Display Board; Hoardings, illuminated signboards, Neon Sign, etc. in the atrium, lift, lift lobbies, corridors, basements, parking spaces, front and rear facade of the Project Building(s) and has absolute authority to deal with the same in any manner whatsoever.
9. It is made clear by LESSOR and agreed by the applicant(s) that all rights including the ownership thereof of land(s), facilities and amenities (other than those within the Project Building and the land beneath the said building only), shall vest solely with the LESSOR and the LESSOR shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities 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 and/or any local body(ies) which the LESSOR may deem fit in its sole discretion. The LESSOR relying on this specific undertaking of the applicant(s), the LESSOR has agreed to allot the COMMERCIAL SPACE and this undertaking shall survive throughout the occupancy of the COMMERCIAL SPACE by the applicant(s), his/her legal representatives, successors, administrators, executors, assigns etc.
10. The LESSOR shall have the first lien and charge on the said COMMERCIAL SPACE for all its dues and other sums payable by the applicant to the LESSOR.

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Signature of First Applicant

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Signature of Second Applicant

11. Loans from financial institutions to finance the said COMMERCIAL SPACE may be availed by the applicant. However, if a particular Institution/Bank refuses to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of further installments/dues.
12. The LESSOR /Company shall be entitled to avail financial assistance from Bank/ Financial Institutions for development of the said Project. However, such charge, if created, shall be got vacated before handing over possession of the COMMERCIAL SPACE to the applicant.
13. Applicant(s) having NRI status or being foreign nationals shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. The LESSOR 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 said COMMERCIAL SPACE (s) applied for herein in any way. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/the LESSOR, the amount paid towards booking and further consideration will be returned by the LESSOR as per applicable rules without any interest and the allotment shall stand cancelled forthwith. The applicant agrees that the LESSOR will not be liable in any manner on such account.
14. The applicant(s) undertake to abide by and comply with all the laws, rules and regulations, terms and conditions applicable/made applicable to the said COMMERCIAL SPACE /Project. The applicant(s) hereby covenants with the LESSOR to pay from time to time and at all times, the amounts which the applicant(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the LESSOR 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 damages that the LESSOR may suffer as a result of non payment, non observance or non performance of the said covenants and conditions by the applicant(s).
15. The construction of the building is likely to be completed within 24 months from the date of start of the construction (with a reasonable extension of six months). However, if due to any reason beyond the control of the LESSOR or due to any unforeseen circumstances e.g. non availability of materials, technical issues, snags, change of laws by the Government/Local Authorities/court orders, force majeure etc., there is a delay in completion of the building and handing over the possession of the Commercial Space, no claim by way of damages/ compensation/ interest shall lie/ be admissible against the LESSOR.
16. The applicant shall before taking possession of the COMMERCIAL SPACE, must clear all the dues towards the said COMMERCIAL SPACE and have the Conveyance Deed for the said COMMERCIAL SPACE executed in his/ her/ its favour by the LESSOR /Company after paying applicable stamp duty, registration fee and other charges/expenses.
17. In case of cancellation of booking, 10% of the price of the COMMERCIAL SPACE will be forfeited by the LESSOR and the booking of the COMMERCIAL SPACE shall stand cancelled and the applicant shall cease to have any lien or right on the allotted COMMERCIAL SPACE. The balance amount paid by the Applicant(s) shall be refunded without any interest, only on surrender of the original receipts and Allotment Letter.
18. The applicant hereby agree to comply with all the prevailing laws applicable in respect of the said COMMERCIAL SPACE, the terms and conditions of the lease granted by NOIDA including but not limited to provisions of, Environment (Protection) Act, 1986, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and their Rules, Notifications etc., and the applicant(s) shall always remain solely responsible for the consequence of non-compliance of the aforesaid Acts/Rules or any other applicable provisions.
19. Detailed terms and conditions shall form part of the Commercial Space Buyer Agreement / Allotment Letter which the applicant shall execute on confirmation of allotment. To settle any confusion regarding any matter herein or anything being not covered/clarified herein, it is agreed by the applicant that reference shall be made to the detailed terms of the Commercial Space Buyer Agreement / Allotment Letter, the terms whereof have been seen, read and understood/accepted by the applicant.
20. The applicant shall get his complete address registered with the Company at the time of booking and it shall be his responsibility to inform the LESSOR by Registered A.D. letter about all subsequent changes in his address, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur therefrom. In all communications the reference of the allotted COMMERCIAL SPACE must be mentioned clearly.
21. Singular shall mean and include plural and masculine gender shall mean and include all genders wherever applicable. In case there are joint applicants, all communication shall be sent by the Company to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.
22. If any misrepresentation/ concealment/ suppression of material facts are found to be made by the applicant, 10% of the price of the COMMERCIAL SPACE will be forfeited by the LESSOR and the booking of the COMMERCIAL SPACE shall stand automatically cancelled without any further notice to the applicant and the applicant shall cease to have any lien or right on the allotted COMMERCIAL SPACE. The balance amount paid by the Applicant(s) shall be refunded without any interest, only on surrender of the original receipts and Allotment Letter.
23. The Courts at New Delhi and Noida shall have jurisdiction in case of any dispute.

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Signature of First Applicant

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Signature of Second Applicant