



WORLD TRADE CENTER™
NOIDA
RIVERSIDERESIDENCES

APPLICATION FORM

To,
'Riverside Residences' at 'WORLD TRADE CENTER NOIDA'
A Project of Spire Techpark Pvt. Ltd.
 GF-09, Plaza M-6, District Centre Jasola, New Delhi – 110 025

Subject: Request for booking of Residential Apartment (Unit) in the project "Riverside Residences" at 'WORLD TRADE CENTER NOIDA', at Greater Noida, U.P.

Dear Sir(s),

I/We, the undersigned, request you to book on leasehold basis, residential unit in the project "Riverside residences" at 'World Trade Centre Noida', being constructed & developed by you at Plot No. TZ-13A, Sector Tech Zone, Greater Noida Industrial Development Area, District Gautam Budh Nagar (Uttar Pradesh)

My/Our particulars are given below:

FOR BOOKING BY INDIVIDUALS, SOLE/FIRST APPLICANT (Compulsory to fill all the details)

Name _____

S/W/D of _____

Date of Birth _____ Nationality _____

Correspondence Address _____

_____ Pin _____

Contact No.: Office _____ Residence _____ Mobile _____

Fax _____ Email ID _____

Permanent Address _____

_____ Pin _____

Phone No. _____ STD/ISD Code _____

PAN # _____ Ward/Circle/Range (where assessed) _____

Organisation Name: _____ Designation: _____

Residential Status: ☐ Resident ☐ Non-Resident Indian ☐ Foreign National of Indian Origin ☐ Others (Please Specify) _____

Occupation: ☐ Service ☐ Self Employed Professional ☐ Business ☐ Retired ☐ Housewife ☐ Any Other _____

Signature of applicant(s) _____

SECOND APPLICANT (If any, compulsory to fill all the details)

Name _____

S/W/D of _____ Relationship with First Applicant _____

Date of Birth _____ Nationality _____

Correspondence Address _____

_____ Pin _____

Contact No.: Office _____ Residence _____ Mobile _____

Fax _____ Email ID _____

Permanent Address _____

_____ Pin _____

Phone No. _____ STD/ISD Code _____

PAN # _____ Ward/Circle/Range (where assessed) _____

Organisation Name: _____ Designation: _____

Residential Status: ☐ Resident ☐ Non-Resident Indian ☐ Foreign National of Indian Origin ☐ Others (Please Specify)

Occupation: ☐ Service ☐ Self Employed Professional ☐ Business ☐ Retired ☐ Housewife ☐ Any Other _____

(FOR BOOKING BY COMPANY / SOCIETY / FIRM / HUF / JURISTIC ENTITY)

Name of Entity _____

Name and Designation of Authorized Signatory _____

Date of Incorporation _____ Country of Incorporation _____

Correspondence Address _____

_____ Pin _____

Contact No.: Landline _____ Mobile _____

Fax _____ Email _____

Registered Office Address _____

_____ Pin _____

Phone No. _____ STD/ISD Code _____

PAN # _____ Ward/Circle/Range (where assessed) _____

CIN Identification No. _____

Signature of applicant(s) _____

PARTICULARS OF UNIT

1. Unit No. _____ Floor No. _____ Tower Name/No. _____ in the project 'Riverside Residences' at 'WTC NOIDA' at Greater Noida
2. Size of the Residential Unit: _____ Square Feet in Super Area (Approx)
3. Type :
i.) Executive Residence ☐ ii) Premium Residence ☐
iii.) Hip Loft Duplex ☐ iv.) Hip Loft Simplex ☐
4. Consideration:
Basic Price/Premium: ₹ _____ /- (Rupees _____
_____ Only) Per Square Feet of Super Area.
5. Booking Amount: ₹ _____ /- (Rupees _____
_____ Only) vide cheque/draft/pay order
bearing No. _____ dated _____ drawn on _____
issued in favor of "RIVERSIDE RESIDENCES WTC NOIDA". If paid by any other mode, please specify:
6. Payment Plan Opted: (Fill the Payment Plan No.) _____
7. Covered Car Parking on Right to Use Basis (One is mandatory) ☒ One ☐ Two (Second is subject to availability, at time of possession)
8. Unit Preferential Location Charges (PLC): i) River Facing ☐ ii) Floor PLC ☐ iii) Corner PLC ☐
9. NEFT/RTGS details: Following details about applicant's bank account must be provided to enable the Developer to credit the returns etc. (if applicable) directly to such account(s)

Particulars	Applicant - 1	Applicant - 2
Beneficiary Name		
Beneficiary Address		
Bank Account Number		
Bank Name		
Bank Branch Address		
Nature of Account (NRO/Saving/Current)		
RTGS/NEFT IFSC Code		
Applicant(s) Percentage Share in Unit		

Enclosed:

Applicant 1: One Cancelled Cheque No. _____ Bank _____

Applicant 2: One Cancelled Cheque No. _____ Bank _____

Signature of applicant(s) _____

Documents to be submitted by the Applicant(s)/Joint Applicant(s):

I/we enclose herewith, copies of following documents for your records and reference

- (i) Address Proof: Adhaar Cards/Voter's Identity Cards/Passport/Driving License/Form 18/Statutary Authority Registration Certificate that contains the address of the applicant(s)
- (ii) PAN Card(s)

Apart from the above, the following Mandatory documents in case of artificial legal entity like Company/Society/Firm/any entity

- (i) Memorandum and Articles of Association/Bye-laws
- (ii) Resolution in favour of signatory passed by Board/Governing Body (in original)
- (iii) List of Directors/office bearers
- (iv) PAN Card and Address Proof of authorised signatory
- (v) PAN Card of Company

Mandatory documents in cases of partnership firms

- (i) Partnership Deed (Notarized copy)
- (ii) Letter of Authority signed by all partners in favour of signatory
- (iii) PAN Card

Mandatory documents in cases of Foreign Nationals, PIO, NRIs and OCI

- (i) Passport (required) & Visa (if required)
- (ii) RBI Permission Letter(in case of foreign national)
- (iii) Documents regarding payment through NRE/NRO account
- (iv) PIO/NRI/OCI Card
- (v) TRC and Form 10F (if applicable)

I/We have read and understood your payment plans and attached terms and conditions and undertake to be bound by the same. I / We declare that the particulars given herein are true and correct. I / We understand that this application shall be treated as complete only when this application form is duly filled and signed by applicant(s) and is supported by all the necessary documents mentioned above and other documents required by the developer from time to time along with compliance of rules / guidelines / notifications / Laws & Rules issued / established / passed by Reserve Bank Of India / Government of India / State Government / GNIDA Authority, in respect of the real estate booking & transaction. I / We understand that unsigned or incomplete application can be rejected by the Developer at its sole discretion. I understand that if the particulars submitted by me / ourselves are found to be incorrect / suppressed and / or any vital information is concealed for the purpose of availing the booking in your project, then you shall have discretionary right to cancel my booking/allotment at any time without serving any notice or assigning any reason to me / us.

Signature of sole/first applicant

(With rubber seal in case of a Company)

Name of Signatory _____

Designation _____

Date: _____ Place: _____

Signature of second applicant (if any)

(With rubber seal in case of a Company)

Name of Signatory _____

Designation _____

Date: _____ Place: _____

Declaration by Dealer/Broker/Facilitator/Intermediary (If any)

I confirm that the provisional Basic Price / Premium for this booking is as mentioned herein above. I further confirm that the particulars given herein above are as per details given to me by the applicant. I understand that this application shall be treated as complete only when this application form is duly filled and signed by applicant(s) and is supported by all the necessary documents mentioned above. I understand that unsigned or incomplete application can be rejected by Developer at its sole discretion.

- (i) Name of Dealer/Broker/Facilitator/Intermediary: _____ Mobile: _____
- (ii) Name of Sales Person: _____ Mobile: _____ Email ID: _____
- (iii) Comments (if any): _____

Signature of Dealer/Broker/Facilitator/Intermediary _____

(With rubber seal in case of a Company)

For office use only

Application received on _____ by _____

Application received by : Sales Dept. : _____ CRM Dept. : _____

Special remarks (if any): _____

Signature of applicant(s) _____

PAYMENT PLAN- I

95% Down Payment Plan with 12% P.A. Return

Basic Price/Premium	As applicable
Booking Amount	₹ 2,00,000/- (₹ Two Lakh Only)
First Installment	10% of Basic Price/Premium (including booking amount) within 30 days from date of booking
Second Installment	85% of Basic Price/Premium within 60 days from date of booking
Third Installment	5% of Basic Price/Premium within 30 days from the offer of possession

- (1) 'Date of Booking' refers to the receipt of application along with the booking amount and all KYC documents (identity proof, address proof, photo, PAN, NRI/PIO/OCI status docs, and other documents) by the Developer. Notwithstanding the realization of the booking amount, Developer reserves right to reject the application in case KYC Norms are not fulfilled within 30 days of receipt of Application.
- (2) Service Tax, VAT and other taxes, duties or levies as applicable shall be payable extra in accordance with prevailing law/rule. Any return will be payable only if the applicant has paid all applicable taxes including service tax alongwith corresponding installment/payment.
- (3) Additional/Other charges applicable to the applicants either at the time of booking or in future, shall be payable by the Applicant as per the demand by the Developer.
- (4) Return: To expedite and encourage upfront payment of basic price/premium, the Developer agrees that with effect from the date of realization of the second installment of the entire basic price/premium as applicable to developer's account, the developer will pay returns @ 12% (Twelve Percent) per annum to the Applicant on the amount of basic price/premium received. This return shall be inclusive of all taxes including Service Tax, if applicable on such returns. The return shall be paid only on the basic price/premium received/realised and on no other amount whether paid as charges, taxes, interest or any other amount. However non-payment of installment, charges, taxes, interest, etc. shall constitute a default and no return shall be payable during the period such default continues on the amount already paid. If the Applicant subsequently clears payment of all dues with applicable interest etc, the payment of returns on the delayed amount will resume with effect from the date of clearance of all it's dues. The Applicant shall be entitled to recommencement of return on the amount already paid earlier prior to the occurrence of the default, for the date of such period of default. The return shall be paid on monthly basis after deducting TDS, if any, till 30th Nov, 2018 or till the date of offer of possession of Unit, whichever is later.
- (5) The Agreement to sub-lease will be executed post receipt of second installment mentioned herein above and completion of all necessary documentation including KYC norms.
- (6) In case of joint applicants, Return shall be payable in following proportion:

Applicant 1: _____ %

Applicant 2: _____ %

Note

- Please confirm the payment plan you have opted for by signing at the end of the relevant plan and striking-off other plans
- Price, other charges and payment plans are subject to change without any notice. Please check the prices and payment plans applicable on the date of booking. 1sq. ft. = 0.093 sq. mtr.
- Payment terms are to be read along with the terms & conditions stated in the Booking Application Form
- All payment through cheques/DD or any other modes are subject to realization to the account of developer

Signature of applicant(s) _____

PAYMENT PLAN - II

50%:25%:20%:5% Down Payment Flexi Plan with 11 % P.A. Return

Basic Price/Premium	As applicable
Booking Amount	₹ 2,00,000/- (₹ Two Lakh Only)
First Installment	10% of Basic Price/Premium (including booking amount) within 30 days from date of booking
Second Installment	40% of Basic Price/Premium within 60 days from date of booking
Third Installment	25% of Basic Price/Premium within one year from date of booking
Fourth Installment	20% of Basic Price/Premium within two years from date of booking
Fifth Installment	5% of Basic Price/Premium within 30 days from the offer of possession

- (1) 'Date of Booking' refers to the receipt of application along with the booking amount and all KYC documents (identity proof, address proof, photo, PAN, NRI/PIO/OCI status docs, and other documents) by the Developer. Notwithstanding the realization of the booking amount, Developer reserves right to reject the application in case KYC Norms are not fulfilled within 30 days of receipt of Application.
- (2) Service Tax, VAT and other taxes, duties or levies as applicable shall be payable extra in accordance with prevailing law/rule. Any return will be payable only if the applicant has paid all applicable taxes including service tax alongwith corresponding installment/payment.
- (3) Additional/Other charges applicable to the applicants either at the time of booking or in future shall be payable by the Applicant as per the demand by the Developer.
- (4) Return: To expedite and encourage payment of basic price/premium, the Developer agrees that with effect from the date of realization of second installment (i.e., with effect from the date of realization of 50% of basic price/premium) to developer's account, the developer will pay returns @ 11% (Eleven Percent) per annum to the Applicant on the amount of basic price/premium received. For the Applicant who intends to accelerate the payment of balance basic price/premium, the Developer agrees to pay enhanced return in following manner: an upgraded return @12% (twelve percent) per annum on the basic price/premium received if entire 95% basic price/premium is paid within 12 months from the date of booking OR an upgraded return @11.5% (eleven and a half percent) per annum on the amount of basic price/premium received if entire 95% basic price/premium is paid within 18 months from the date of booking. Alternatively, the return may be enhanced by expediting the payment of basic price/premium in the following manner: the applicant shall be entitled to an additional return @0.5% (half percent) per annum for each installment that is prepaid along with payment of a due installment. The installment prepaid shall be deemed to be the last installment payable and all other installment shall be due and payable as per the payment plan. Notwithstanding anything mentioned aforesaid, the maximum return payable under this plan shall not exceed 12% per annum of the basic price/premium received. The enhanced return shall be payable only if the entire installment is prepaid and not on any prepayment of portion of installment and shall be paid from the date of realisation of such prepaid installment.

This return shall be inclusive of all taxes including Service Tax, if applicable on such returns. The return shall be paid only on the basic price /premium received and on no other amount whether paid as charges, taxes, interest or any other amount. However non-payment of installment, charges, taxes, interest, etc. shall constitute a default and no return shall be payable during the period such default continues on the amount already paid. If the Applicant subsequently clears payment of all dues with applicable penal interest on such delayed payment, the payment of returns on the delayed amount will resume with effect from the date of clearance of all it's dues. The Applicant shall be entitled to recommencement of return on the amount already paid earlier prior to the occurrence of the default, for the date of such period of default. The return shall be paid on monthly basis after deducting TDS, if any, till 30th Nov, 2018 or till the date of offer of possession of Unit, whichever is later.
- (5) The Agreement to sub-lease will be executed post receipt of second installment mentioned herein above and completion of all necessary documentation including KYC norms.
- (6) In case of joint applicants, Return shall be payable in following proportion:

Applicant 1: _____ %

Applicant 2: _____ %

Note

- Please confirm the payment plan you have opted for by signing at the end of the relevant plan and striking-off other plans
- Price, other charges and payment plans are subject to change without any notice. Please check the prices and payment plans applicable on the date of booking. 1 sq. ft. = 0.093 sq. mtr.
- Payment terms are to be read along with the terms & conditions stated in the Booking Application Form
- All payment through cheques/DD or any other modes are subject to realization to the account of developer

Signature of applicant(s) _____

PAYMENT PLAN - III

20% Down Payment with 10% P.A. Return (Step-up Plan)

Basic Price/Premium	As applicable
Booking Amount	₹ 2,00,000/- (₹ Two Lakh Only)
First Installment	10% of Basic Price/Premium (including booking amount) within 30 days from date of booking
Second Installment	10% of Basic Price/Premium within 60 days from date of booking
Next Installments	75% of basic price/premium shall be payable in six equal monthly installments each of 12.5% of Basic Price/Premium
Last Installment	5% of Basic Price/Premium within 30 days from the offer of possession

- (1) 'Date of Booking' refers to the receipt of application along with the booking amount and all KYC documents (identity proof, address proof, photo, PAN, NRI/PIO/OCI status docs, and other documents) by the Developer. Notwithstanding the realization of the booking amount, Developer reserves right to reject the application in case KYC Norms are not fulfilled within 30 days of receipt of Application.
- (2) Service Tax, VAT and other taxes, duties or levies as applicable shall be payable extra in accordance with prevailing law/rule. Any return will be payable only if the applicant has paid all applicable taxes including service tax alongwith corresponding installment/payment.
- (3) Additional/Other charges applicable to the applicants either at the time of booking or in future shall be payable by the Applicant as per the demand by the Developer.
- (4) Return: The Developer agrees that with effect from the date of realization of second installment (i.e., with effect from the date of realization of 20% of basic price/premium) to developer's account, the developer will pay returns @ 10% (Ten Percent) per annum to the Applicant on the amount of basic price/premium received by the Developer. For the Applicant who intends to accelerate the payment of balance basic price/premium, the Developer agrees to pay enhanced return in following manner: if 95% Basic Price/Premium is received along with applicable service tax (i) within 12 months from the date of booking, the Developer agrees to pay return @12%p.a.; or (ii) within 18 months from the date of booking, the Developer agrees to pay return @11.5%p.a.; or (iii) within 24 months from the date of booking, the Developer agrees to pay return @11%p.a., or (iv) within 30 months from the date of booking, the Developer agrees to pay return @10.5%p.a., provided that the aforesaid enhanced return shall be paid from the date of realisation of 95% Basic Price/Premium along with applicable service tax by the developer. Alternatively, the return may be enhanced by expediting the payment of basic price/premium in the following manner: the applicant shall be entitled to an additional return @0.5% (half percent) per annum for each installment that is prepaid along with payment of a due installment. The installment prepaid shall be deemed to be the last installment payable and all other installment shall be due and payable as per the payment plan. Notwithstanding anything mentioned aforesaid, the maximum return payable under this plan shall not exceed 12% per annum of the basic price/premium received. The enhanced return shall be payable only if the entire installment is prepaid and not on any prepayment of portion of installment and shall be paid from the date of realisation of such prepaid installment.

This return shall be inclusive of all taxes including Service Tax, if applicable on such returns. The return shall be paid only on the basic price /premium received and on no other amount whether paid as charges, taxes, interest or any other amount. However non-payment of installment, charges, taxes, interest, etc. shall constitute a default and no return shall be payable during the period such default continues on the amount already paid. If the Applicant subsequently clears payment of all dues with applicable penal interest on such delayed payment, the payment of returns on the delayed amount will resume with effect from the date of clearance of all it's dues. The Applicant shall be entitled to recommencement of return on the amount already paid earlier prior to the occurrence of the default, for the date of such period of default. The return shall be paid on monthly basis after deducting TDS, if any, till 30th Nov, 2018 or till the date of offer of possession of Unit, whichever is later.

- (5) The Agreement to sub-lease will be executed post receipt of second installment mentioned herein above and completion of all necessary documentation including KYC norms.
- (6) In case of joint applicants, Return shall be payable in following proportion:

Applicant 1: _____ %

Applicant 2: _____ %

Note

- Please confirm the payment plan you have opted for by signing at the end of the relevant plan and striking-off other plans
- Price, other charges and payment plans are subject to change without any notice. Please check the prices and payment plans applicable on the date of booking. 1sq. ft. = 0.093 sq. mtr.
- Payment terms are to be read along with the terms & conditions stated in the Booking Application Form
- All payment through cheques/DD or any other modes are subject to realization to the account of developer

Signature of applicant(s) _____

PAYMENT PLAN - IV

Construction-linked Payment Plan with Switch Option ("CLP Plus")

Payment stages	Amount Payable
Registration Deposit with application	Rs. 2,00,000/-
Within 30 days	15% of BSP (Including Booking amount)
Within 60 days of deposit of application	15% of BSP (Agreement stage)
On excavation	15% of BSP
On Ground floor roof laid	10% of BSP
On 3rd floor roof laid	10% of BSP
On 6th floor roof laid	10% of BSP +50% of Car Parking Charge
On 8th floor roof laid	10% of BSP +50% of Car Parking Charge
within 60 days of previous/internal plaster whichever is later	7.5% of BSP + IFMS
On offer of possession	7.5% of BSP + Club Membership + Stamp Duty + Registration and other charges (if any)

- (1) 'Date of Booking' refers to the receipt of application along with the booking amount and all KYC documents (identity proof, address proof, photo, PAN, NRI/PIO/OCI status docs, and other documents) by the Developer. Notwithstanding the realization of the booking amount, Developer reserves right to reject the application in case KYC Norms are not fulfilled within 30 days of receipt of Application.
- (2) Service Tax, VAT and other taxes, duties or levies as applicable shall be payable extra in accordance with prevailing law/rule. Any return will be payable only if the applicant has paid all applicable taxes including service tax alongwith corresponding installment/payment.
- (3) Additional/Other charges applicable to the applicants either at the time of booking or in future shall be payable by the Applicant as per the demand by the Developer.
- (4) The Applicant(s) of this plan shall have an option to switch to any other return based payment plan within 6 (six) months of date of booking, subject to such conditions as may be determined by the Developer from time to time. The Applicant(s) shall send his/her/it's request to the Developer indicating his/her/it's intention to switch to any other payment plan and shall comply and fulfill the minimum threshold requirement for commencement of return within 30 days of exercise of option to switch to another payment plan. The option to switch to another payment plan shall be available only once and option once exercised shall be final and binding on the Applicant. The Applicant(s) agrees to execute such documents and agreement as may be desired by the Developer in this regard.
- (5) The Agreement to sub-lease will be executed post receipt of second installment mentioned herein above and completion of all necessary documentation including KYC norms.

Note

- Please confirm the payment plan you have opted for by signing at the end of the relevant payment plan and striking-off other payment plans
- Price, other charges and payment plans are subject to change without any notice. Please check the prices and payment plans applicable on the date of booking. 1sq. ft. = 0.093 sq. mtr.
- Payment terms are to be read along with the terms & conditions stated in the Booking Application Form
- All payment through cheques/DD or any other modes are subject to realization to the account of developer
- Service Tax payable (as applicable) would be extra at each stage
- CLP instalments shall become payable on demand irrespective of the serial order in which they are listed
- Payment schedule for customization charges, as applicable, will be separate. Conditions apply. Please ask our sales executives for details

Signature of applicant(s) _____

PAYMENT PLAN - V

Down Payment Plan with No Return (24% discount)

Basic Price/Premium	As applicable
Booking Amount	₹ 2,00,000/- (₹ Two Lakh Only)
First Installment	10% of Basic Price/Premium (including booking amount) within 30 days from date of booking
Second Installment	85% of Basic Price/Premium within 60 days from date of booking
Third Installment	5% of Basic Price/Premium within 30 days from the offer of possession

- (1) The Applicant under this Payment Plan shall be entitled to a discount of 24% on the applicable basic price/premium, if the applicant(s) pays 95% basic price/premium within 60 days from the date of booking. The amount of discount shall be adjusted proportionately over the installment. Under this payment plan, the Applicant shall not be entitled for any return.
- (2) Service Tax, VAT and other taxes, duties or levies as applicable shall be payable extra in accordance with prevailing law/rule. Any return will be payable only if the applicant has paid all applicable taxes including service tax along with corresponding installment/payment.
- (3) Additional/Other charges applicable to the applicants either at the time of booking or in future shall be payable by the Applicant as per the demand by the Developer prior to or at the time of the offer of possession.
- (4) The Agreement to sub-lease will be executed post receipt of second installment mentioned herein above and completion of all necessary documentation including KYC norms.

Note

- Please confirm the payment plan you have opted for by signing at the end of the relevant plan and striking-off other plans
- Price, other charges and payment plans are subject to change without any notice. Please check the prices and payment plans applicable on the date of booking. 1sq. ft. = 0.093 sq. mtr.
- Payment terms are to be read along with the terms & conditions stated in the Booking Application Form
- All payment through cheques/DD or any other modes are subject to realization to the account of developer

Signature of applicant(s)_____

CHARGES APPLICABLE TO ALL PAYMENT PLANS

1. Preferential Location Charges (i.e., 'PLC')	
a. Second & Third Floor	Rs. 100/- per sq.ft.
b. River Facing (4th floor onwards)	Rs. 200/- per sq.ft.
c. Corner Units	Rs. 100/- per sq.ft.
2. Interest Free Maintenance Security (i.e., 'IFMS')	Rs. 50/- per sq. ft.
3. One time Lease Rental	Rs. 100/- per sq.ft.
4. Power Backup Equipment Charges	Rs. 50/- per sq.ft.
5. Electrification Charges	Rs. 100/- per sq.ft.
6. Water and Sewerage Connection Charge	Rs. 84/- per sq.ft.
7. Car Parking (Covered)	Rs. 3,60,000/- Per Car Parking Bay
8. Club Membership	Optional, payable as per rates at the time of offer of possession

9. Recurring Charges payable to the Developer or it's nominee/maintenance agency including:
 - Common Area Maintenance Charges
 - Energy/Water/Sewerage Charges
 - Proportionate cost of insurance of building of the complex/building
 (All charges mentioned herein above would be on actual plus 20% Admin and Overheads charges).
10. WTC Services (applicable, if offered to unit holders on offer of possession) @ ₹ 2.00/- per sq.ft./per month
WTC Service charges are fixed for the first three years from the date of offer of possession and thereafter will be revised.
11. Car Parking on right to use basis: Right to use one car parking is mandatory with every unit, and the applicant can request for second, subject to availability at time of possession. The Covered Car Parking will be available at the Project site. The charges for right to use of the parking will be one time charge along with recurring monthly charges, on such terms of use which shall be governed by the policies of the Developer or it's nominee and policies, regulations and terms of prescribed by CL or its nominee made applicable from time to time.
The Car Parking Charges, one time/recurring are subject to change and will be as per the rates at the time of booking of such Car Parking.
12. The Club membership, if available, will be at rates as applicable, at the time of offer of possession.
13. WTC Business Club: All allottees shall also be eligible to apply for WTC Business Club Membership, on charges as applicable.
14. Stamp duty, registration charges, any other government charges, premium (as applicable) and Legal charges shall be extra and shall be payable by the applicant at the time of possession/registration, as may be applicable.

Signature of applicant(s) _____

TERMS AND CONDITIONS

The following terms & conditions and the payment plans attached herewith form an integral part of the application for booking of Residential Apartment ("Unit") for allotment on leasehold basis in project named "Riverside Residences" in the Information Technology Park named 'World Trade Center Noida' ("Complex") being constructed & developed at Plot No. TZ-13A, Sector Tech Zone, Greater Noida Industrial Development Area, District Gautam Budh Nagar (Uttar Pradesh) (i.e., said plot) by M/s Spire Techpark Private Limited ("Developer").

1. Greater Noida Industrial Development Authority ("GNIDA") has granted approximately 85,029.64 sq. mtrs. of land at Plot no. TZ-13A, Sector Tech Zone, Greater Noida Industrial Development Authority, District Gautam Budh Nagar ("Land") on lease to Ms/ Sundaram I.T. Parks Pvt. Ltd. vide lease deed dated April 18, 2007, for setting up an IT/ITES related project.
2. M/s Sundaram I.T. Parks Pvt. Ltd. has entered into an arrangement with M/s Spire Techpark Private Limited ("Developer") whereby Developer is entitled to develop/construct and market Built-up Units being constructed on a portion of the Land. The Developer is also entitled to accept application along with booking amount/advance(s) from the applicants for the units in the said project and execute documents including agreement in respect of the same.
3. The Applicant(s) hereby acknowledges that before booking of the Unit in the said project, he has checked, verified and appraised himself with all laws, rules, regulations, notifications, circulars, policies, government resolutions & orders of Government including those of 'Greater Noida Industrial Development Authority, as relevant and applicable to the Plot and the Project, collectively referred as 'Regulations'. The applicant has fully satisfied himself about the rights/interest of the Developer in the Plot as well as to develop the Project and has understood all limitations and obligations in respect thereof.
4. The Applicant confirms and assures the Developer that he has read and understood the Application form and the implications of laws in relation to this Application and the Applicant further confirms that he shall comply, as and when applicable and from time to time, with the provisions of the Apartment Act or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the subject matter of this Application.
5. The Applicant(s) agrees that there will be limited user rights with respect to the parking bays, lawn Areas, and/or terrace Areas (as may be applicable to the said Unit) and demarcated in the common area, and shall always be an integral part of the said Unit which cannot be modified/sold/dealt with independent of the said Apartment. All clauses of this Application and the Agreement pertaining to allotment, possession, cancellation etc., shall apply mutatis mutandis to the parking bay, lawn Area or Terrace Area also, where and as applicable depending on the location of the unit. The Applicant(s) agrees that all car parking/lawn Area/or Terrace Area allotted shall not form a part of common areas for the purposes of the Declaration which may at any time be filed by the Developer under the regulations and/or other statutory requirements.
6. The Applicant(s) understands and acknowledges that building plans for the Project; specifications and size of the Unit; quality, standard & quantity of material to be used in construction of the Project and nature of facilities to be provided in the Project, shared with the Applicant(s) are tentative and may undergo change during the construction and development of the Project. The Applicant further agrees that the Developer may affect such variations, additions, alterations, deletions and modifications to the plans, specifications and facilities as may be appropriate either on the advice or direction of the consultant/architect and as may be approved by any competent authority.
7. The Applicant understands and acknowledges that on account of modifications to the Layout Plan and/or for other reasons, during ongoing completion, the Project may or may not include the said Unit. In such a case or on account of deletion or reduction in the number of Units in the said Project, the paid up principle amount received against the said Unit by the Developer shall be refunded to the Applicant, without any interest thereon, but any return already paid to the Applicant till such time will not be claimed back, and thereafter no other claim, whatsoever, monetary or otherwise shall lie against the Developer nor shall be raised otherwise or in any other manner whatsoever by the Applicant.
8. The Developer may, in its sole discretion, in the interest of better planning and timely completion of the said Unit, change the location of the said Unit to a Unit of similar size at another floor, tower or location within the Project, to which the Applicant hereby consents.
9. The Applicant agrees that this Application is a mere request by the Applicant(s) for booking of the Unit and merely submission of the application for booking shall not automatically entitle the Applicant to the Unit or create any right or interest in the Unit in favor of the Applicant. The Developer reserves the right to reject the application of the Applicant(s), without assigning any reason thereof or execute the Agreement to Sub-Lease in favour of the Applicant(s). The applicant agrees and acknowledges that mere submission of the application and encashment of the booking amount creates no interest of the Applicant in the Unit unless the Agreement to Sub-lease is executed between the Developer and Applicant. Notwithstanding the encashment of cheque/demand draft/pay order for the booking amount, in case the Developer rejects the application for booking of the Unit due to any reason whatsoever, the refund of the amount received from the applicant(s) without any interest shall be complete discharge of all obligations towards the Applicant(s) on the part of the Developer. The Applicant(s) thereafter shall have no other right, claim or interest of whatsoever nature in the Unit or against the Developer. The Applicant(s) specifically agrees that the provisional allotment of the Unit shall be subject to strict compliance of all terms and conditions of this application and of the agreement to be executed by the Developer for occupation and use and such other conditions as per the applicable laws.
10. The Applicant(s) has clearly understood that this application is not an assurance or offer of allotment or allotment or an Agreement to Sub- Lease and the applicant(s) do not become entitled to any allotment in the Complex notwithstanding the fact that the Developer may have issued a receipt in acknowledgement of the booking amount. The booking shall be deemed to be accepted by the Developer only after the applicant(s) signs the "Agreement to Sub-lease" (Agreement) in the Developer's standard format and it is executed by the parties and the applicant agreeing to abide by the terms and conditions laid down therein.
11. An amount equivalent to 20% (Twenty percent) of Basic Price/Premium shall be deemed to be 'Earnest money' for Unit being provisionally booked by the applicant in the said Project to ensure compliance with the terms and conditions mentioned herein. In case after execution of Agreement to Sub-Lease, the Applicant violates any term or condition of this Application including default in payment of basic price/premium or other charges as per the agreed payment plan in this Application or as per the demand of the Developer or fails to sign or execute the Agreement and other documents/agreements in the Developer's standard format, the Developer shall have the right to cancel the booking / allotment after notice of such cancellation and forfeit the earnest money, and recover the returns if any paid to the Applicant including discounts, applicable interest alongwith the brokerage paid to the broker in respect of the booking along with applicable tax if any paid on such amounts, from the amounts paid by the Applicant. However, the Applicant may submit a 'No Objection Certificate' issued by broker (if any) to the effect that the Broker will not claim any brokerage from Developer in respect of Applicant's booking or if he may have received the brokerage till that time, he will refund the same to the developer. Accordingly, the remaining amount if any shall be refunded to the Applicant within 60 days of cancellation without any interest or compensation. Upon such refund of the said amount by Account Payee cheque sent/dispatched by courier or through electronic transfer, the Developer shall be released and completely discharged in all respects from all its obligations and liabilities. However it is also incumbent upon the Applicant(s) to handover all the original documents/receipts/agreements pertaining to said Unit to the Developer.
12. In case prior to execution of the Agreement, the Applicant(s) wishes to withdraw the application or seeks reduction in the size of the Unit booked, then the Applicant(s) any such request may be allowed by the Developer subject to costs of Rs.30,000/- (Rupees thirty thousand only) plus any applicable service taxes. In the event of any request of cancellation of the booking being received after the execution of Agreement, then the cancellation process and deductions applicable thereto will apply and the Applicant(s) shall not be entitled to receive or claim any returns as per the payment plan.
13. The Applicant(s) acknowledges that the Developer may improve upon, modify or upgrade the proposed specifications of the said Unit with a view to enhance the aesthetic features for considerations of efficiency or better building methodology, better maintenance and/or utilization of Buildings etc.. The materials and size of the Unit mentioned in application is tentative and same will be finalized only on the completion of the construction and development of the building and project. The Developer shall endeavor that the cost plus incidentals and/or size of the Unit shall not vary by more than ten percent from what has been stated in application. The final calculation of super area for dues will be done at the time of Offer of Possession.
14. All taxes and statutory levies and charges presently applicable and payable in relation to the Unit, shall be paid by the Applicant(s). However, in case of any future/further increase and/or any new taxes, service tax, charge, VAT, cess, duty, levy, etc. imposed by the Government or any other statutory Authority, the same shall also be payable by the Applicant(s) on pro-rata basis depending on the size of the Unit.

Signature of applicant(s) _____

15. The Applicant(s) shall separately pay to the Developer as per the payment plan applicable and Annexed hereto towards Infrastructure charges and Additional charges applicable to all Payment Plans, irrespective of the Payment Plan opted by the Applicant(s) annexed hereto. However, in case of any additional Infrastructure to be developed in the Complex and/or any future demand raised by the Government or Statutory Authority by whatever name or nomenclature, the Applicant(s) shall be liable to pay such charges on pro rata basis.
16. The Applicant(s) shall also refer to the payment plan annexed to pay towards connection for charges including for Government Utilities like Electric Meter Installation charges/Electric Connection charges, Sewer Connection charges, Water charges etc. on demand by the Developer in addition to the Water, Sewerage & Electricity deposits.
17. The Applicant(s) shall also pay towards the Club Membership and Registration Charges to the Developer in addition to the recurring maintenance and other charges, as may be applicable to the Unit, for the proposed Club to be developed in the complex. The Applicant(s) shall follow the rules and regulations that may be prescribed for the purposes of operating/maintaining/running the club by the Developer or their agency operating the club from time to time. Also, the Applicant at his option can avail of the WTC Club Membership, if available.
18. The timely payment by Applicant(s) of installments of basic price/premium and other charges, taxes, duties, levies, fees, etc., as per payment plan opted by Applicant(s) and/or as demanded by the Developer is the essence of this transaction. In case Applicant(s) fails to pay any of the installments/charges/fees, other dues, etc. in time, the Developer may at its discretion cancel the Applicant(s) booking/allotment and forfeit the earnest money along with brokerage paid/payable in respect of such booking/allotment from the money received from the Applicant and balance will be refunded to the Applicant(s). The Developer may at its sole discretion, opt to continue the booking/allotment of the Applicant and allow the Applicant(s) to make payment of defaulted amount along with interest at the rate of 18% per annum for such delayed period and such act of the Developer to continue the booking/allotment shall not deem to constitute waiver of the default committed by the Applicant(s).
19. Save and except in the case of any bank, financial institution or company with whom a tripartite agreement has been separately executed for financing the said Unit, or where the Developer has given a permission to mortgage to any bank, financial institution or company for extending a loan to the Applicant against the said Unit, the Developer shall not be responsible towards any third party, who has made payments, remittances to the Developer on behalf of the Applicant and such third party shall not have any right in this booking/Agreement whatsoever. The Company shall issue the payment receipts only in favour of the Applicant(s). Under all circumstances, the Applicant is and shall remain solely and absolutely responsible for ensuring and making all the payments due under the payment plan on time.
20. The Applicant(s) shall make all payments towards basic price/premium and other charges for the Unit by way of cheques/drafts/pay orders issued in favour of "RIVERSIDE RESIDENCES WTC NOIDA" (payable at New Delhi) or in such name as is informed by the Developer from time to time. For all cheques/drafts/pay orders the date of realization shall be taken as the date of payment. In case any instrument issued by the Applicant(s) is dishonored for any reason whatsoever, the Applicant(s) agrees that dishonour of such instrument tantamount to breach of the terms of Application and the Developer shall be entitled to cancel the booking/allotment of the Unit at any stage or, under special reasons, at its sole discretion may accept another cheque towards such defaulted amount subject to such terms and conditions as it may specify including levy of appropriate charges as well as interest for delayed payment.
21. In case the Applicant(s) opts for a payment plan with return, the Applicant(s) shall be entitled to get returns as per the terms and conditions of the said payment plan, provided the Applicant(s) has not committed default in payment of installment and/or other charges, fees, etc. in accordance with said plan or as demanded by the Developer. In case of default in payments of any amount by Applicant(s), developer shall be released/discharged from all its liabilities to pay any return in addition to its entitlement to cancel the allotment of booking. However If the Applicant subsequently clears payment of all dues with applicable penal interest on such delayed payment, before the cancellation, the payment of returns on the delayed amount will resume with effect from the date of clearance of all its dues. The Applicant shall be entitled to recommencement of return on the amount already paid earlier, i.e. prior to the occurrence of the default, for the date of such period of default.
22. Subject to the terms and conditions of this application as well as the Agreement and in compliance with the Regulations, the Developer shall endeavor to allot the Unit to the Applicant(s) in accordance with the floor preference opted by the Applicant(s) subject to availability. In case the Unit opted by the Applicant is not available, the Developer shall have the option to allot the Unit on any available floor and such allotment shall be binding on the Applicant(s). The allotment shall be made only in respect of the Applicant(s) who has complied with the terms and conditions of the application and Agreement and has not defaulted in payment of basic price/premium and other charges in accordance with the payment plan opted by the Applicant(s). Any allotment of Unit in terms of this Application or the agreement shall be provisional and shall be confirmed and final only at the time of offer of possession.
23. Subject to compliance of all terms & conditions mentioned herein as well as mentioned in the Agreement and also subject to payment of basic price/premium & all other charges applicable on the Unit by Applicant(s), the developer shall effect/cause execution of sub-lease deed of the Unit for such period as permitted by GNIDA or any other authority having jurisdiction over the Project. All expenses including Stamp Duty, Registration Fee, legal and miscellaneous charges involved in its execution and registration including renewals thereof (if any) shall be borne by Applicant(s). The Applicant(s) shall be bound by the terms and conditions of such sub-lease deed and its parent deed and shall be liable for any non-compliance with the terms of such sub-lease deed and agrees to indemnify the Developer in respect of any claim or loss or consequences arising on account of his default/breach. Any failure of the Applicant(s) to execute and register the sub-lease deed within 30 days of request for registration, the Developer shall be released of all its liabilities including liability to pay any return/charges as per the payment plan and the Applicant(s) shall be solely responsible for any damage/loss to the entitlement / ownership of leasehold rights of his allotted Unit. On execution and registration of the Sub-lease deed, the Applicant(s) shall have exclusive leasehold right to the Unit and shall be solely and exclusively entitled to the benefit arising out of the Unit as well liable for any obligation or liability attached to the leasehold rights of the Unit. The applicant will mandatorily become a member of an appropriate representative body/entity of their choice like trust or society, and such body will comprise of other unit(s) sub-lessees in the said project and such representative body can assist its members for smooth functioning and maintenance of the said project.
24. Since the Project is a large project, the Developer shall construct and develop the same in phases. Irrespective of whether construction of other phase(s) is complete or not, Developer may offer possession of the Unit after completion of construction of the phase wherein the Unit is situated. Applicant(s) must take the possession of the Unit within thirty days from the date of offer of possession. Applicant(s) shall never have any objection to developer constructing or continuing with the construction of remaining phases of the Project. Services necessary for the use and operation of the Unit such as electricity, water, air conditioning, elevators, shall be available at the time of offer of possession, however other services / facilities shall be completed and provided only after completion of construction and development of all phases of the said Project.
25. The Developer will give possession of the unit on super area basis comprising of covered area and usage rights in common shared spaces including common utilities / facilities provided / to be provided in the project after completion in its entirety. The Possession of the Unit shall be offered in Semi-furnished condition, i.e. standard or Enhanced, or Non-Furnished Bare shell Condition. The Applicant(s) shall be entitled only to the covered area of said Unit.
26. The Developer shall endeavor to offer possession of the Unit within a period of 42 months from the date of execution of "Agreement to Sub-lease" of the Unit plus additional grace period of 12 months. If construction of complex/building is delayed due to any reason beyond the control of Developer or due to any act of God or force majeure or as a result of any Act, Order, Rule etc. of the government or any other public authority, then the date of offer of possession shall be extended by the duration of such event.
27. "The expression 'Force Majeure' shall mean and include (i) war, hostilities (whether or not war is declared) invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, civil war, terrorism, riot and disorders, strike, lockout, labour unrest or other industrial disturbances (affecting the performance of this Agreement) (ii) contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel or other hazardous properties of any explosive nature. (iii) earthquake, floods, subsidence, lightning or any operation of forces of nature and (iv) any other event including but not limited to action or inaction of the Governmental authorities having jurisdiction over the facility, the revocation or refusal to grant licenses, approval or permits, etc., where such revocation or refusal is beyond the reasonable control of Company or change in government policy or statutes which impair the ability of the Developer to fulfill the obligations mentioned herein etc, which the Developer could not reasonably be expected to control (but shall not include any event caused by failure to observe good construction, operation or maintenance practice nor any event caused by negligence in the provision of adequate supervision) which significantly delays or renders the Development incapable of being performed. On occurrence of the 'Force Majeure', the obligation of the parties including obligation to pay return shall be suspended for such period.
28. In case of delay in offer of possession beyond the aforesaid period, the Applicant opting for the payment plan with return shall be entitled to the payment of the return payable under the respective plan till the offer of possession. The applicant opting for plan other than return linked plans shall be entitled to payment of penalty @10% per annum on the basic price/premium paid, post the grace period till the date of offer of possession for such period of delay.
29. If the Applicant(s) commits default in payment of any of the amounts and charges payable under the payment plan or as and when demanded by the Developer and has failed to comply with the terms and condition of this application or Agreement to Sub-lease executed between the Developer and Applicant(s), penal interest @ 18% will be applicable on such delayed amount and charges, for a period of three months, post which the cancellation procedure will be initiated.

Signature of applicant(s) _____

30. Notwithstanding any other provisions of this Application, the Applicant agrees that if it fails, ignores or neglects to take the possession of the said Apartment within a period of one month in accordance with the Offer of Possession sent by the Developer, the Applicant shall be liable to pay charge @ Rs. 5/- (Rupees Five Only) per month per sq. ft. of the Super Area of the said Unit ("Holding Charges") and such charges will commence after one month from date of offer of possession. The Holding Charges shall be a distinct charge in addition to the maintenance charges and not related to any other charges/consideration/dues as provided in this Agreement.
31. The Developer may withhold the execution of the Sub-Lease Deed and the process of delivery of possession of the Unit to the Applicant(s) in the event there be any default or negligence of the Applicant(s) in compliance or fulfillment of terms and conditions of allotment as agreed herein and/or in the Agreement to Sub-Lease of the said Unit.
32. The Applicant agrees and undertakes that it shall not modify any structure and/or raise any illegal construction in the said Unit nor encroach upon or occupy any area falling outside the said Unit. The said Unit shall solely be used for permitted purpose alone and for no other purpose and furthermore the Applicant shall not conduct any illegal or immoral activities from or in the said Unit. The applicant may seek further clarity on usage of unit from the maintenance agency. The Applicant further undertakes not to carry on any activity from and in the said Unit, which creates nuisance or is illegal, obnoxious or contrary to public policy or contrary to the common interest of the collective owners/occupants of the Project.
33. The Developer shall be always free to raise/construct additional floor/units in the building or any additional structure in the Project, subject to grant of approval by concerned authority and to allot/transfer the same to any person(s) on such terms and conditions, which the Developer may deem fit and proper. Developer may change the lay-out plans, building plans and/or floor plans of buildings/structures in said Project in such manner, which the Developer may deem fit and proper.
34. The Applicant(s) may transfer/assign his rights/claims/interests in the Unit subject to the terms and condition laid by the Developer in this regard including payment of administrative charges and transfer charges for facilitating transfer, as applicable. However, there will be no charges for first transfer/assignment of the Unit. Any transfer/assignment of the Unit shall be permitted only after the execution of the Agreement between the Developer and the Applicant. Any addition of a new party and deletion of an existing party shall be deemed as transfer for the purpose of this clause and shall be subject to the terms mentioned in this clause. Further, any request for change in the booking including but not limited to change in the status of the applicant(s) in the agreement or order of the applicant(s) in case of joint applicant or modification in interest of the applicant including entitlement to return as per payment plan or change in the area allotted, re-issue of return/charges cheques shall be subject to approval of the Developer and as per the policies of the Developer that may include levy of appropriate charges/fees. First request for Addition/Deletion of the name in/from the application form shall be acceptable within the immediate family/blood relation (comprising of Husband/Wife, their spouse and children) without any charge for such addition or deletion.
35. The developer or it's nominated agency may offer to take the Unit of the Applicant on sub-lease on such terms and conditions as may be proposed by the developer at the time of offer. If the applicant agrees to the terms of the offer, then the applicant(s) will execute appropriate documents including a sub-lease deed with regard to his Unit with the Developer or its nominated agency.
36. The applicant(s) has also agreed to pay, wherever applicable, charges/deposits for preferential location, if any, charges for limited right to use car parking including lump sum as well as recurring monthly charges, one car parking being mandatory with every unit. In addition the Applicant may also be liable to pay additional charges as and when demanded by the Developer and/or maintenance agency for any equipment(s)/ facility(ies) including but not limited to electrical installation/sub-station, power back-up installation, utility connection(s), fire-fighting equipments, pollution control equipment/devices as well as charges/deposit that may include maintenance charges, sinking fund, WTC charges, permission to lease charges, any escalation in cost of land charged by GGNIDA, any escalation of cost of construction, Common Area Maintenance & Water consumption charges, club usage charges, charges towards insurance of building & structure and any other charges/levies as determined by the developer from time to time shall be payable by the Applicant(s) proportionate to the area of the Unit. The list of charges mentioned herein are indicative and not exhaustive and shall be determined by the Developer at appropriate time. These charges/ deposits and other charges as applicable shall be levied as prescribed by the Developer and/ or as per than prevailing industry standards. The CAM (Common Area & Maintenance Charges, charges for sinking fund, water consumption charges, electricity consumption charges etc. shall be payable for rendering common services in said complex. These charges shall be in accordance with the prevailing industry standards. These charges shall be payable by the allottees as and when demanded by the Developer.
37. For upkeep and maintenance of various common services and facilities (excluding internal maintenance of the apartment) in the project, the Applicant(s) shall pay in advance the maintenance charges to the Developer/Maintenance Agency at the rate determined by the Developer or the maintenance Agency within 7 days company or maintenance agency raising demand for same for a period of one year in advance, which will be topped up on a monthly basis. The advance maintenance charges collected from the Applicant(s) will be utilised by the Maintenance Agency/ Developer for maintenance of the common services and facilities till the formation of the representative body, for further upkeep and maintenance.
38. That the Applicant understands that the Parking Space(s) shall be an integral part of the said Unit and these cannot be sold or transferred independent of the said Unit. Additional car parking spaces may be allotted at the discretion of the Developer to the Applicant on his request, subject however to the availability of additional parking space in the Project and if available, subject to payment of additional charges as may be decided by the Developer. All clauses of this Application and the Agreement pertaining to the said Unit including allotment, use, transfer, possession, cancellation, resumption, etc., shall apply automatically to the parking spaces. The Applicant understands and agrees that Car Parking spaces shall not form part of the common areas of the Project.
39. The Applicant hereby agrees and undertakes to become a member of the Representative Body as and when it would be formed by the sub-allottees or the Developer on behalf of all the unit Sub-Lessee(s) in the said Project or such part as constituted by the Developer, and to complete the documentation and fulfill its obligations towards this purpose as may be required, including but not limited to submission of the RWA Membership form, payment of annual subscription charges/fees, etc.
40. In the situation of the Applicant want to cancel his allotment after execution of the Agreement to Sub-Lease, the cancellation request must be accompanied by 'No Objection Certificate' of broker, to cancel the allotment/agreement, however, in such a situation developer shall be entitled to forfeit the earnest money equivalent to 20% of the BSP/Premium, all discounts, commissions paid to brokers and other expenses incurred by developer on Applicant(s) booking from amount received from the Applicant(s) and the balance shall be refunded to the Applicants.
41. The Developer is hereby permitted to raise finance/loan from the financial institution/bank by way of mortgage/charge/securitization of the Project as well as receivables against applicant(s) Unit provided that the Unit shall be free of encumbrance at the time of execution of the sub-lease deed in favor of the Applicant(s). The Applicant(s) may at his/her/their option raise finances or loans for purchase of the Unit. However, responsibility of getting the loan sanctioned and disbursed as per Developer's payment schedule will rest exclusively on the Applicant(s). In the event of the Applicant's loan not being disbursed, sanctioned or delayed, the payment to the Developer as per Payment Plan shall not be delayed by the Applicant(s). The Developer / financial institution / bank shall always have the first lien / charge on the Said Unit for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of Sub-Lease of Said Unit.
42. The Applicant(s) agrees that the right to enjoyment of the Unit concerned will also be interpreted in consonance of the rights of other co-owners of Units in the Block/Building/Project. The Applicant(s) is further aware that the mere right to enjoyment of common areas, facilities etc. does not confer any right of usage of facilities or amenities at large and is subject to the rights of other co-owners, who may have superior rights in respect of certain areas, facilities or amenities, depending on the agreements executed by such person(s).
43. In case of abandonment of project by the Developer due to cancellation of the project approvals/permits by the competent authority or for any other reason or the Developer is not in a position to allot/deliver the possession of the Unit, the Developer liability shall be limited only to the refund of the amount paid by the Applicant and the Developer shall not be liable for any other compensation/damage. The Applicant(s) do hereby undertakes that the decision of the Developer in this regard shall be conclusive, final and binding on the Applicant(s). Upon payment of the aforesaid amount, the allottee shall have no right surviving in the booking of the Unit/Project.
44. The Developer shall execute "Agreement to Sub-lease" with respect to the Unit only after receiving the amount of consideration indicated as per the payment plan opted by the Applicant(s). On the Developer providing to the Applicant(s) the set of Agreement to Sublease, the Applicant(s) must sign the Agreement set and return the set of originals to the Developer within 30 days of dispatch of such Agreement and any failure in this regard shall be treated as breach of these terms, and cancellation procedure may follow.
45. For the removal of doubts, it is clarified that notwithstanding the fact that any refund cheque has not been dispatched by the Developer, or if dispatched, it has not been received by the Applicant or if received, such refund cheque remains un-encashed by the Applicant, the dispatch of the Notice of Termination by the Developer would be deemed to sufficiently and by itself constitute sufficient discharge and termination of this Application and no further act on the part of the Developer would be necessary for this purpose. It is further clarified that immediately on dispatch of the Notice of Termination/Cancellation, the Developer shall be entitled to re-allot the said Unit afresh to any other person and the Applicant agrees and undertakes that it shall not object thereto nor seek any legal relief so as to prevent such re-allotment.

Signature of applicant(s) _____

46. Foreign or NRI/PIO/OCI applicant(s) shall be solely responsible to comply with necessary formalities as laid down in Foreign Exchange Management Act, Reserve Bank of India Act and/or any other law governing investment by such applicant in immoveable property in India including remittance of payments in India and acquisition of immovable properties in India. It shall be the sole responsibility of applicant(s) to ensure that payment is remitted only through authorised accounts/channels. In case it is ever found that any provision of any applicable law is not complied with, booking/allotment of unit shall be liable to be cancelled and in such a situation developer shall be entitled to forfeit earnest money and deduct the brokerage paid /discount granted in respect of such booking and refund, without any interest, the remaining amount (if any) paid by the applicant(s) to the developer for unit. The Developer shall have all rights to reject any application of any foreign national/NRI/PIO/OCI in case there is deficiency in statutory compliances on their part. As per the Govt. guidelines, foreign nationals of Pakistan, Iran, Afghanistan, Bhutan, Nepal, Sri Lanka and Bangladesh are prohibited from buying any immoveable property in India and application made by national of such country is liable to be rejected.
47. The Developer shall send all letters/notices and communications to the sole/first applicant(s) at his address given in the application form through registered/speed post or through courier. All such letters/notices and communications so sent to the sole/first applicant(s) shall be deemed to have been duly received by all applicants within 5 (five) days from the date of dispatch. Developer shall not be liable to send separate communication, letters and notices to the second applicant(s) or to applicant(s) other than the first applicant(s) and service to first applicant shall be deemed to be service to all applicant(s) in case of joint application. In case of any change in the address of notice and/or communication mentioned in the application form, it will be the responsibility of the Applicant(s) to intimate the same to the Developer in writing at the earliest, and the Developer will not be responsible for non-receipt of communication by the applicant on account of change in the address of notice. It shall be responsibility of the Applicant(s) to pay the installment amounts as per the payment plan opted by him and the Developer shall not be under any obligation to send demand letters or reminder to such effect.
48. No one, (including any broker/dealer or even any employee of developer) is authorised to make any concession in any of the terms and conditions contained herein except by written amendment duly signed by both the Developer and the Applicant. Developer shall not be bound by any oral or written commitments beyond the scope of these terms and conditions made by any person including any broker or employee of Developer.
49. Applicant (s) agrees and understands that these General Terms and conditions are not exhaustive in nature and Developer shall have the right to effect changes / amendments at any time till the execution of the Agreement to Sub-Lease in favor of the applicant(s) as per requirement and the applicant(s) shall be under obligation to abide on intimation of the same. The Applicant has understood that all the Annexures / enclosures / attachments / Payment Plans are part of this Application Form and the Notes, Terms & Conditions attached to them separately shall form part of these general terms & conditions of this Application Form.
50. For all intents and purposes including for interpretation of these terms and conditions a word or an expression which denotes a natural person shall include an artificial person (and vice versa), any one gender shall include other genders, singular shall include plural (and vice versa). The word Applicant or Applicants denotes its singular as well as plural form.
51. In case of any dispute between the parties hereto (including their successors) concerning accompanying application or matters arising there from, the same shall be adjudicated by way of arbitration, which shall be conducted by an arbitrator nominated/appointed by developer. Venue of arbitration shall be at New Delhi. Arbitration shall be conducted in accordance with Indian Arbitration and Conciliation Act, 1996 and amendments thereof.
52. This application and the transaction contained herein shall be governed by laws of India and only the Courts at Delhi shall have exclusive jurisdiction in all the matter arising out of and/or concerned with this application and transaction contemplated herein.

Signature of sole/first applicant
(With rubber seal in case of a Company)

Name of Signatory: _____

Designation: _____

Date: _____ Place: _____

Signature of second applicant (if any)
(With rubber seal in case of a Company)

Name of Signatory: _____

Designation: _____

Date: _____ Place: _____



Corporate & Sales Office: GF-09, Plaza M6, District Centre, Jasola, New Delhi - 110 025

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