

APPLICATION FORM

Application No. _____

M/S SUNCITY HI-TECH PROJECTS PVT. LTD.

Office: Suncity Business Tower, Second Floor,
Golf Course Road, Sector 54,
Gurugram- 122002, Haryana
Email : info@suncityprojects.com

**“SUNCITY MADHAVAM”
MATHURA**

Dear Sir,

I/We (“the **Applicant**”) wish to apply for provisional allotment of a Residential / Commercial Plot (as detailed below and hereinafter referred to as the “**Unit**”) in your plotted residential Project named as “**SUNCITY MADHAVAM**”, to be developed over an area admeasuring 6.3299 acre comprising of part of Khasra No. 2126 and 2128, Mauja Jait, Tehsil and District Mathura, Uttar Pradesh (hereinafter referred to as the “**Project**”) by the land owners, M/s Suncity Hi-Tech Projects Pvt. Ltd. (hereinafter referred to as “**Company**”).

I/We have read and agree to abide by the terms and conditions attached to this Application Form and also agree and undertake to sign and execute agreement, as and when desired by the Company, sample provided and contents whereof have been read and understood by me / us and I / we agree to abide by them. And further agree and undertake to sign and execute any other requisite document(s) on the Company’s Standard format, as and when desired by the Company.

I/we herewith submit a sum of Rs. _____
(Rupees _____
_____ only) vide Cheque(s)/ Demand Draft(s) No. _____ dated _____
drawn on _____ towards initial registration / application amount for provisional allotment of the Unit. I/We undertake to timely pay the further installments as conveyed and demanded /called for by the Company from time to time and other charges for provisional allotment of the Unit.

I/We have clearly understood that this application does not constitute an agreement/contract to sell and I/We do not become entitled to the provisional and/or final allotment notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/We sign and execute the Agreement, the allotment shall become final. If, however, I/we withdraw/ cancel this application or I/We fail to sign/ execute and return the Agreement within thirty (30) days from the date of its dispatch by the Company then my/our application may be treated as cancelled and the booking amount paid by me/us shall stand forfeited.

I/We further agree and undertake to timely pay the installments and additional charges as per the Payment Plan (opted by me/us) and/ or as stipulated/demanded by the Company, failing which the allotment will be cancelled and the booking amount along with interest on the due amounts shall be forfeited by the Company.

Note: This Application Form must be completed in full in BLOCK LETTERS. Application form, which is not completed in every respect, as given herein below is liable to be rejected. Application form with any cutting /overwriting, not authenticated properly by the Applicant(s) are liable for rejection. And in that event, the Applicant(s) will be eligible for refund of principal amount only, without any interest.

My/our particulars are provided hereunder:-

1. First / Sole Applicant Mr./Mrs./Ms/M/s

Through (if applicable) Mr./Ms.

Father's/Husband's Name

Date of Birth: _____ Profession: _____

Address (O): _____

Address (R): _____

Preferred address for communication: _____

Telephone (O): _____ (R) _____ Mobile _____

Income Tax Permanent Account Number: _____

Passport / Aadhaar No. (if any): _____

E-mail ID: _____ Fax : _____

Name of the Bank with Branch: _____

Account No. _____

Residential Status: Resident Indian ☐ Non-Resident Indian ☐ Person of Indian origin ☐

Affix Latest
Passport Size
Photograph

Signature of Applicant(s)

2. Second Applicant Mr./Mrs./Ms/M/s

Through (if applicable) Mr./Ms.

Father's/Husband's Name

Date of Birth: _____ Profession: _____

Address (O): _____

Address (R): _____

Preferred address for communication: _____

Telephone (O): _____ (R) _____ Mobile _____

Income Tax Permanent Account Number: _____

Passport / Aadhaar No. (if any): _____

E-mail ID: _____ Fax : _____

Name of the Bank with Branch: _____

Account No. _____

Residential Status: Resident Indian ☐ Non-Resident Indian ☐ Person of Indian origin ☐

Affix Latest
Passport Size
Photograph

Note: In case of more than two joint applicants similar details of all the remaining Applicants to be attached.

PARTICULARS OF BOOKING

1. **(A) Details of Unit Applied for:**

(i) Type of Unit Required: _____

(ii) Category: _____

(iii) Area required _____ square yards / square feet **[tick as applicable]** or _____ square meter (approx.) of carpet area, applicable in case of built up villa/floor/flat/shop/office space etc.

(iv) **Cost:**

a. Total Sale Price: Rs. (Rupees.....only)
per square yards / square feet **[tick as applicable]** of super area, applicable in case of built up villa/floor/flat/shop/office space etc.;

b. Preferential Location Charges: As per the payment plan;

Note: The Booking Amount shall constitute 10% of the total sale price of the Unit, GST, or any statutory levies, taxes, assessments, Development charges, car parking charges or any other charges as applicable on the UNIT, stamp duty, registration charges, etc. whether levied in present or in future shall be over and above the said Cost which shall be borne and paid by me/us separately, as and when demanded by the Company.

(B) Payment Plan: Down Payment [] Time Linked [] **(Please ✓ whichever applicable)**

*** I/We have accepted the Cost as above [signature of Applicant(s)]**

Signature of Applicant(s)

2. Particulars of the Real Estate Agent / Dealer, if any:

Name: _____

Address: _____

Registration No.: _____ [under U.P. Rules to the Real Estate (Regulation & Development Act), 2016]

Income Tax Permanent Account Number: _____ Passport / Aadhaar No. (if any) _____

E-mail ID: _____ Fax : _____ Telephone (O): _____ Mobile _____.

This Application, provisional allotment and further confirmation of allotment of the Unit and its usage shall be governed by the allotment terms, agreement and applicable Acts / laws / rules / regulation policies of Government of India and of Government of Uttar Pradesh.

I/We the above Applicant(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. Allotment against this application is subject to the terms and conditions attached to this application form and that of the allotment letter/ agreement, the terms and conditions whereof shall *ipso-facto* be applicable to my/our legal heir(s), successor(s) and nominee(s)/assignee(s). I/ We undertake to inform the Company of any change in my/ our address or in any other particular/ information, given above, till the booked property is registered in my/ our name(s) failing which the particulars shall be deemed to be correct and the documents/ letters sent at the recorded address by the Company shall be deemed to have been received by me/us.

Note:

(I) All cheques / Demand Drafts to be made in favour of "**M/S. SUNCITY HI-TECH PROJECTS PVT LTD COLLECTION ACCOUNT FOR SUNCITY MADHAVAM**" payable at Mathura Only.

(ii) Persons signing the Application Form on behalf of other person/ firm/company shall file proper Authorization / Power of Attorney.

1. _____

1. _____

2. _____

2. _____

Name of Applicant(s)

Signature of Applicant(s)

Witnesses: 1. _____

2. _____

Place

Date

DOCUMENTS REQUIRED (CHECK LIST)

- a. Application Amount in form of cheques/ Demand Drafts;
- b. Customer Signature on all pages of the Application Form;
- c. Self-Attested Copy of PAN CARD/ Form 60, Address and ID proof;
- d. For Companies: Self-Attested Memorandum & Articles of Association, Board Resolution, duly certified list of Directors;
- e. For Partnership Firm: Authority Letter duly signed by all the Partners along with certified true copy of the Partnership Deed;
- f. For NRI: Copy of Passport & Payment through NRE/NRO Account;
- g. For PIO: Copy of Passport, Overseas Citizen of India Card & Payment through NRE/NRO Account;
- h. Signed copy of Price List cum Payment Plan;
- i. Copy of the Registration Certificate of Real Estate Agent/Dealer (if any) under UP Rules to the RERA Act, 2016;
- k. Copy of PAN Card, Passport/Aadhar No.

FOR OFFICE USE ONLY

1. Application: Accepted [] Rejected []
Reason for Rejection: _____
2. Details of Unit Applied:
Unit No. , Category:.....Area
.....Square yards / Square feet [**tick as applicable**] or _____
square meter (approx.) of carpet area, applicable in case of built up
villa/floor/flat/shop/office space etc.
3. **Cost:**
a. Total Sale Price: Rs...../-
(Rupees.....
only) per Square yards / Square feet [**tick as applicable**] carpet area, applicable in case
of built up Villa/Floor/Flat/Shop/Office Space etc.;
b. Preferential Location Charges: As per the payment plan;

Note: The booking amount shall constitute 10% of the total sale price of the Unit and GST, or any statutory levies, taxes, assessments, Development charges, and car parking charges or any other charges as applicable on the Unit, stamp duty, registration charges, etc. whether levied in present or in future shall be over and above the said Cost which shall be borne and paid by the Applicants separately, as and when demanded by the Company.

4. **Payment Plan:** Down Payment [] Time Linked []
5. **Amount Received at the time of application is Rs**/-
(Rupees.....
..... Only) vide Bank Draft/Cheque No.
.....Dated.....Drawn on Bank
Payable at New Delhi/Gurugram Vide our Receipt
No.
Date.....
6. Mode of Booking: Direct [] Agent []
Agent Name and Stamp:
7. Remarks.....

Date: Authorized Signatory:

Place: Name: Designation:.....

Signature of Applicant(s)

The Payment Plan Should Be
Affixed Here

Payment Plan

Signature of Applicant(s)

BASIC TERMS & CONDITIONS FOR ALLOTMENT

1. These are the preliminary Standard Terms and Conditions governing the Provisional Allotment of the Said Unit by the Company to the Applicant (s).
2. The Provisional Allotment of the said Unit on the basis of application is entirely at the discretion of the Company and the Company have a right to reject any application without assigning any reason thereof.
3. The Applicant(s) has/have applied for allotment of a Unit with the full knowledge and subject to all the laws/notifications and rules applicable to the Project in general which have also been explained by the Company and understood by the Applicant(s).
4. The Applicant(s) has/have fully satisfied himself/herself/themselves about the interest and the title of the Company in the Project Land and has/ have understood the obligations in respect thereof.
5. The Applicant(s) has/have verified and is satisfied about the rights, interest and title of the Company to sell and market units in the Project located in revenue estate of Mauja Jait, Tehsil & District Mathura. U.P. ("said Land"), being a part of the Hi-tech Township Project, on which the Project has been planned for development. The Sanction Letter for Project Layout has been approved by Mathura-Vrindavan Development Authority, vide permit no. Plotted Resi development / Plotted Housing / 02550/ MVDA / LD / 22-23 / 0520 / 15102022 dated 29.11.2022 wherein the Project falling in the said Land admeasuring 6.32 acres is proposed to be developed. The Applicant(s) has/have understood all the limitations, restrictions, requirements and obligations in respect thereof. The Applicant(s) confirms having verified necessary approvals and agrees that no further investigation shall be required by the Applicant nor any objection raised in this respect at any time after submitting this application. The Project has been registered with the Real Estate Regulatory Authority, Uttar Pradesh vide Registration No _____.
6. The Applicant(s) has/have seen/read and accepted the layout plans, specifications which are kept at the Company's offices and agrees that Company shall develop the said project in accordance with the plans, specification and amenities as approved by the competent authorities from time to time. Provided that the Company shall have to obtain prior consent in writing of the Applicant(s) in respect of variations or modifications which adversely affect the plot of the Applicant(s) except any alteration or addition required by any Government authorities or due to change in law or changes which shall not adversely affect the plot of the Applicant(s).
7. The Company shall have the right to effect suitable and necessary alterations in the layout plan, if and when necessary, which may involve all or any of the changes, namely change in the position of unit, change in its number, dimensions, size, area layout or change of entire scheme.
8. The Applicant(s) agree(s) to pay the total sale price and other charges of the unit as per the Payment Plan opted by him/her/them.
9. The Applicant(s) shall not be entitled to get the name of his/her/their nominee(s)/assignee(s) substituted in his/her/their place without the prior approval of the Company, who may, in its sole discretion, permit the same on such terms as it may deem fit and legally permissible with substitution charges, as levied and communicated by the Company.
10. The Applicant(s) shall pay the price of the unit on the basis of the plot area and all other charges as and when demanded by the Company. The Applicant(s) shall make all payments through demand drafts/cheques payable at Mathura only.

11. The Company and the Applicant(s) hereby agree that the amounts paid with the application for booking and in installments as the case may be, to the extent of 10% of the total sale price of the Unit will collectively constitute the booking amount. This booking amount shall stand forfeited in case of non-fulfillment of these terms and conditions and those of Allotment Letter / Agreement as also in the event of failure by the Applicant(s) to sign the Allotment Letter / Agreement within the time allowed by the Company.
12. The Applicant(s), having NRI/PIO 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. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/the Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable rules without any interest and the allotment/ application shall stand cancelled forthwith. The Applicant(s) agrees that the Company will not be liable in any manner on such account.
13. The timely payment of installments shall be the essence of the provisional/ final allotment. It shall be obligatory on the Applicant(s) to comply with the terms of payment and other terms and conditions of allotment, failing which the Applicant(s) shall have to pay interest on delayed payment as prescribed under the Real Estate (Regulation and Development) Act, 2016, and if the delay continues the Company reserves its right to cancel the allotment and forfeit the booking amount, however, the Company may condone the further delay with compounding charges, as levied and at discretion of the company. The Company shall pay the same rate of interest to the Applicant(s) for delay in possession of the unit if the project is delayed beyond 2 years from the date of agreement subject to force majeure conditions.
14. In case the Applicant(s) wants to avail loan facility from his/her/their employer or financial institution/agency to facilitate the purchase of the said Unit, the Company, may facilitate the process subject to the following:
 - a. The terms of the financial Institution/agency shall exclusively be binding and applicable upon the Applicant(s) alone;
 - b. The responsibility of getting the loan sanctioned and disbursed as per the company's payment schedule will rest exclusively on the Applicant(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the Company, as per schedule, shall be ensured by the Applicant(s), failing which the Applicant(s) shall be governed by the provisions contained in clauses stated herein, allotment letter and agreement.
15. The applicant(s) declares that the amount of allotment / sale consideration paid is not the proceeds of any crime and / or ill gotten money and the promoter shall not be liable in any way if at any point of time the amount of allotment / sale consideration paid is found to be proceeds of crime and that the applicant(s) undertakes to keep the promoter indemnified against any such misrepresentation.
16. In case of default of dues of the financial institution/agency by the Applicant(s), the Applicant(s) authorize the company to cancel the allotment of the said unit and pay the amount received till that date after deduction of Booking amount and interest accrued on delayed payments directly to financing/institution agency on receipt of such request from financial institution/agency under intimation to Applicant(s).
17. In the event of cancellation of the Unit for delay in payment of the Installment, the refund of deposited amount shall be made by the Company to the Applicant(s) after deduction of Booking amount and adjustment of interest accrued on delayed payments.
18. The Applicant(s) agree(s) to reimburse to the Company and to pay on demand all applicable taxes, levies or assessments, whether levied or leviable in future, on the Unit from the date of allotment.

19. The Applicant(s) understands that the project shall be developed in various phases to which they have no objection and agree to cooperate with the Company in the development. And further understand that the development is directly linked with the timely payment of installments.
20. The Company on completion of the development of the Project, wherein unit is located shall issue final call notice to the Applicant(s), who shall within 30 days thereof, remit all dues and take possession of the Unit, in the event of his/her failure to take possession for any reason whatsoever, he shall be liable to pay the applicable holding charges, and any other levies as applicable to the Unit.
21. The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project. However, prior to taking possession of the Said Unit, the Applicant(s) undertakes to enter into a separate maintenance agreement (the "**Maintenance Agreement**") with the Company or such maintenance agency as may be designated in this regard (the "**Designated Maintenance Agency**"), in the form & substance and within such period as prescribed by the Company, for maintenance of Common Areas and Common Facilities. The Applicant further undertakes to abide by the terms and conditions of the Maintenance Agreement. Notwithstanding, pending executions of the said Maintenance Agreement the Applicant hereby agrees to pay the applicable maintenance and replacement charges ("**Maintenance Charges**") as may be decided by the Company or by the Designated Maintenance Agency from time to time in this regard after a period of five years from the date of offer of possession. The internal maintenance of said Unit shall be exclusive responsibility of the Applicant(s) from the date of possession or possession due date, whichever is earlier.
22. The Sale Deed shall be executed and got registered in favour of the Applicant(s) within the reasonable time after the completion of development work/construction at the site and after receipt of entire dues / payment / consideration from the Applicant(s). The cost of stamp duty and registration/mutation, documentation charges etc. as applicable will be extra and shall be borne by the Applicant(s). The Applicant(s) shall pay, as and when demanded by the Company, Stamp Duty and Registration Charges/Mutation Charges and all other incidental and Legal Expenses for execution and registration of conveyance / sale deed/Mutation of the Unit in favour of the Applicant(s).
23. The Applicant(s) shall get his/her/its complete correct address registered with the Company at the time of application and it shall be his/her/their responsibility to inform the Company by registered A/D letter about all subsequent changes, if any, in his/her/their address(s), failing which all demand notices and letters posted at the last recorded address will be deemed to have been received by him/her/them at the time when those should ordinarily reach such address and the Applicant(s) shall be responsible for any default in payment and other consequences that might occur therefrom. Any change in the address shall be supported with relevant documentary evidence. In all communications the reference of Unit booked must be mentioned clearly.
24. Unless a conveyance deed is executed and registered, the Company shall for all intents and purposes continue to be the owner of the Unit.
25. The allotment of the Unit shall be subject to availability and at the discretion of the Company.
26. The Total Price is escalation-free, save and except increase which the Applicant(s) hereby agrees to pay, due to increase on account of Development Charges payable to competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Company undertakes and agrees that while raising a demand on the Applicant(s) for increase in development charges, costs/charges/taxes/fee/levies etc. imposed by the competent authorities, the promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Applicant(s). Provided that if there is any

new imposition or increase in development charges after the expiry of the scheduled date of completion of the project as per registration with Real Estate Regulatory Authority (RERA), Uttar Pradesh, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Real Estate Regulation Act, 2016/ UP RERA Rules, and the project is not complete the same shall not be charged from the Applicant(s). The increased cost may be charged and recovered by the Company from the Applicant(s) with one or more of the installments or separately.

27. The Applicant(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the said Project / Unit.
28. The company has made clear to the Applicant(s) that it shall be carrying out extensive development/ construction activities in phases for many years in future in the Project and shall also be connecting/linking the amenities/facilities viz. electricity, water, sanitary/drainage systems etc. of additional development/construction with the existing ones in the Project. The Applicant(s) has confirmed that he /she/they have no objection to this and shall not make any objection or make any claim or default in any payments as demanded the company or demand damages/compensation on account of inconvenience, if any, which may be suffered by him/her/them due to such continuing developments/constructions activities or incidental/ relating activities as well as connecting/linking of amenities/facilities etc. as above.
29. The Applicant(s) shall not put up any name or sign board, neon sign, publicity or advertisement material, anywhere or in common areas.
30. The Applicant(s) shall not use the Unit for any activity other than the use specified for.
31. In case there are joint intending Applicant(s) all communications shall be sent by the Company to the intending Applicant(s) whose name appears first and at the address given by him/her for mailing and which shall for all purposes be considered as served on all the intending Applicant(s) and no separate communication shall be necessary to the other named intending Applicant(s). The Applicant(s) agree(s) that the allotment of the Unit is subject to force majeure clause which inter-alia includes delay on account of non-availability of materials or water / electric supply or slow down, strike or due to a dispute with the workers/contractual labour employed by the Company, civil commotion, or by reason of war, or enemy action or earthquake or any act of God, delay in approvals / decisions/clearances from statutory body, or if non delivery of possession is as a result of any notice, order, rules or notification of the Court / Government and/or any other public or competent authority or for any other reason beyond the control of the Company and in that event the time of possession of the Unit shall stand extended to the corresponding period of such force majeure circumstances.
32. Any dispute or differences arising out of/touching and/or concerning the provisional Allotment or the final allotment which may arise between the Company and the Applicant(s), the same shall be settled by mutual consent failing which the matter be referred to the decision of a sole arbitrator, to be appointed mutually by the Applicant(s) and the Company. The arbitration proceedings shall be governed by the then prevailing rules and provisions of Arbitration and Conciliation Act, 1996 and the place of Arbitration shall be Gurugram (Haryana) and language of arbitration shall be English.
33. Any dispute or legal proceeding arising out of this transaction shall be subject to exclusive jurisdiction of the Courts at Delhi/Gurugram, irrespective of the place of transaction, execution of documents and/or location of Unit.

I/we have fully read and understood the above mentioned terms and conditions and agree to abide by.

1. _____

1. _____

2. _____

2. _____

Name of Applicant(s) Signature of Applicant(s)

Witnesses: 1. _____

2. _____

Place

Date