

OASIS
GrandStand

2,3,4 BHK & Penthouse, Yamuna Expressway

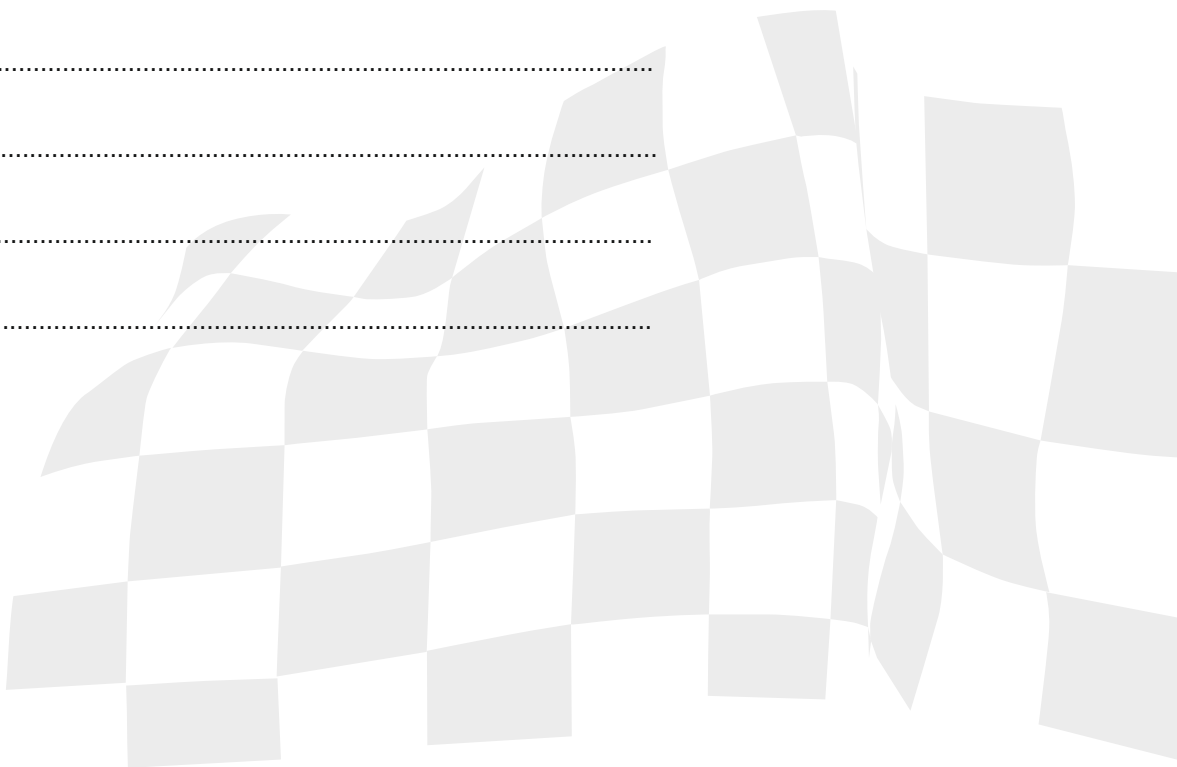
APPLICATION FORM

Name:

Unit No.:

Tower:

Area:





APPLICATION FORM FOR ALLOTMENT OF AN APARTMENT

M/s Oasis Realtech Pvt. Ltd.
A 77, Sector 2,
Noida 201301

Dear Sir,
I/We understand that Oasis Realtech Private Limited(the “Company”) is constructing and developing a residential group housing project named as “Oasis GrandStand”(hereinafter referred to as the “Residential Project”) on a portion of land admeasuring approx.37500 square meters forming part of land numbered as GH-01 TS-01B, situated in Sector- 22D, Yamuna Expressway, District Gautam Budh Nagar, Uttar Pradesh, India. The UP RERA Registration no. of Company is UPRERAPRM1696 & of the project Oasis GrandStand (Phase I) is UPRERAPRJ6908 & Oasis GrandStand (Phase II) is UPRERAPRJ6990.

I/We, hereby apply for allotment of an Apartment (hereinafter referred to as the “Apartment”) in the Residential Project. I/we make this application after having carefully read and understood the terms and conditions provided herein under.

☐ Down Payment Plan ☐ Flexi Plan ☐ Construction Linked ☐ Subvention Scheme

I/We remit herewith a sum of Rs. _____ (Rupees _____) vide Bank Draft/Cheque No. _____ dated _____ drawn on _____ being booking money for allotment of the Apartment.

I/We hereby agree that the receipt of this application and acceptance of the booking money by the Company does not confirm the allotment of the Apartment. The said allotment shall be to the discretion of the Company. Upon the Company confirming the said allotment, I / we hereby undertake to pay such amounts that are provided herein and sign the document of allotment / allotment letter(the “Definitive Document/Allotment Letter”) within such time lines and in the format provided by the Company.

I/ We hereby undertake to abide by the terms and conditions of this Application Form. I/ We hereby agree that the complete and detailed terms and conditions of the Allotment shall be provided in the Allotment Letter. In the event the Company agreeing to allot me/us anApartment, I/We agree to pay further installments and additional charges as per the Payment Plan (opted by me/us) as shown in Annexure- I and/or as stipulated/demanded by the Company, failing which the allotment shall be cancelled and the earnest money and other sums as specified in Clause 6 of the terms and conditions of this Application Form shall be forfeited by the Company.

My/Our particulars are given below for your reference and records:

Sole/First Applicant		PHOTOGRAPH
Son of/Daughter of/Wife of		
Residential Mailing Address	Office address and Designation	
Telephone	Mobile	Fax
Email		Date of Birth
Residential Status Resident/NRI/PIO	Pan No.	Profession
Nationality		

Second Applicant		PHOTOGRAPH
Son of/Daughter of/Wife of		
Residential Mailing Address	Office address and Designation	
Telephone	Mobile	Fax
Email		Date of Birth
Residential Status Resident/NRI/PIO	Pan No.	Profession
Nationality		

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Cost of Apartment

S. No.	Particulars	Rate	Area/Particulars	Amount (Rs.)
1	Basic Sale Price (BSP)		Sq.Ft.	
2	Floor PLC		Sq.Ft.	
3	Location / View PLC		Sq.Ft.	
4	Covered Car Parking (Mandatory for 995 / 1295 / 1395 sq.ft Flat)			
5	Open Reserved Car Parking (Mandatory for 695 / 845 sq.ft Flat)			
6	External / Internal Development Charges			
7	One Time Lease Rent Charges		Sq.Ft.	
8	Club Membership Charges			
9	External Electrification & Fire Fighting Charges		Sq.Ft.	
10	Power Back-up Charges - 1KVA (Mandatory)		KVA.	
11	Other Charges (If any)			
			Amount	
			GST	
			TOTAL	

Note: Payments to be made by way of A/c Payee Cheque/Demand Draft in favour of **“Oasis Realtech Pvt. Ltd.”**.

(I) I/We are ready to pay IFMS charges @ Rs. 25/- per sq. ft. on offer of possession.

(ii) I/We are ready to pay GST or any other statutory dues as applicable from time to time will be levied extra.

Any other Remarks:_____

DECLARATION

I/We, the applicant(s) do hereby declare that my/our application of registration for allotment of the apartment by the Company is irrevocable and that the above particulars/information given by me/us are true and correct and nothing has been concealed there from.

Yours Faithfully

Place:

Date: _____ Signature of Applicant(s)

FOR OFFICE USE ONLY

RECEIVING OFFICER:

Name..... Signature..... Date.....

ACCEPTED/REJECTED

APARTMENT DETAILS

Unit No..... Block No Floor No Tower No

Saleable Area..... sq. ft. @ per/sq. ft. along with following additional charges to be paid as per
☐ Down Payment Plan ☐ Flexi Plan ☐ Construction Linked ☐ Subvention Scheme

PAYMENT DETAILS

(a) BSP @ Rs..... (b) Additional Charges

© Other Charges(if any).....(d) GST.....

(e) Total Amount payable for apartment together with all other charges Rs.....

Payment received vide Cheque / DD / Pay order No..... Dated.....

Drawn on..... for Rs. (Rupees.....)

Provisional Booking Receipt No. Dated

Remarks:.....

BOOKING: ☐ DIRECT ☐ THROUGH SALES ORGANISER

Sales Organiser's Name & Address.....

Sales Organiser's Stamp with Signature:

Check List for Receiving Officer:

- Booking Amount vide Cheque/ Drafts
- Customer's Signature on both the pages of the application form
- PAN No. & copy of PAN Card/Undertaking Form No. 60
- For Companies: Memorandum & Articles of Association and Certified copy of Board Resolution
- For Foreign Nationals of Indian origin: Passport photocopy & NRE/FCNR A/c
- For NRI: Copy of Passport & NRE/NRO A/c

For Oasis Realtech Pvt. Ltd.

Approved by:

Authorised Signatory

Director

Oasis Group of Companies
A 77, Sector 2, Noida 201301, India • T: 0120 4119011 • E: sales@oasis.in • W: oasis.in



TERMS & CONDITIONS

- The Applicant(s) has applied for allotment of an Apartment in the residential project named as "Oasis GrandStand"(hereinafter referred to as the "Residential Project") being developed/ constructed by Oasis Realtech Private Limited (hereinafter referred to as the "Company") on a portion of land admeasuring approx.37500 square meters ("Project Land") forming part of land numbered as Plot No. GH-01 TS-01B,situated in Sector- 22D, Yamuna Expressway, District Gautam Budh Nagar, Uttar Pradesh, India (hereinafter referred to as "Total Land").The UP RERA Registration no. of Company is UPRERAPRM1696 & of the project Oasis GrandStand (Phase I) is UPRERAPRJ6908 & Oasis GrandStand (Phase II) is UPRERAPRJ6990.
- The receipt of this Application and acceptance of the booking money by the Company does not confirm the allotment of the Apartment. The said allotment shall be to the discretion of the Company. Upon the Company confirming the said allotment, the Applicant(s) hereby undertakes to pay such amounts that are provided herein ("Total Amount Payable") and sign the document of allotment / allotment letter (the "Definitive Document/Allotment Letter") within such timelines and in the format provided by the Company.
- It is hereby understood and agreed that upon signing of this Application, the Allottee(s) is deemed to have completed all due diligence as to the right, title and interest of the Company to develop and market the Residential Project on the Total Land and the Allottee(s) confirms that it has sufficiently investigated and gone through ownership record(s), approvals, documentation, inspection of site and other related matters to its entire satisfaction, so as to confirm the competence of the Company to transfer the Apartment.
- The Allottee(s) has clearly understood that for the better implementation of the Residential Project and company's design and plan thereto, there could be changes, alterations, modifications in the layout plan/building plans/ floor plan, areas and/or drawings, layout, elevations, features, specifications, height, dimensions, finishing, etc., that are necessitated during the construction of the Apartment or as may be required by any statutory authority(ies) or otherwise and the Allottee(s) undertakes to raise no objection thereto.
- The Company reserves its right to effect suitable changes and alterations in the layout, Floor Plan, areas, elevations, features, specifications, the height, width, finishing, etc., of Residential Project/ Apartment at any time and in any manner it thinks fit and proper. However, in the event that there is any change in the Apartment's layout or location or variation in its Super Built Up Area to the extent of ±10% at the time of final measurement or becomes evident at any earlier stage, the applicable Total Amount Payable, shall either be payable or refundable, as the case may be, proportionately at the rate agreed herein, without any interest thereon.
- The Allottee(s) agrees and confirms that an amount equivalent to 20% of the Total Amount Payable shall at all times be treated as Earnest Money to ensure fulfillment of the terms and conditions as contained in the Application and the Allotment Letter.
- The Company shall be entitled to terminate this Application and future allotment on (i) Non-payment of any installment of the Total Amount Payable or the interest payable on the same as mentioned in this Application, or (ii) Any request from the Allottee(s) for cancellation of this Application, or (iii) The Allottee(s) not taking possession of the Apartment and / or not complying with other requirements within the timelines that may be provided in the Allotment Letter; or (iv) Breach of any of the representations, warranties and covenants or failure to perform, comply and observe any of its obligations and responsibilities as set forth in this Application. On termination, the Company shall be entitled to forfeit / deduct / recover (a) the entire Earnest Money, (b) the brokerage/commission paid by Company to any channel partner / property dealer / broker through whom the Allottee(s) applied for the Apartment, (c) any other benefit given by Company to the Allottee(s) at the time of submission of the Application by the Allottee(s), and (d) any interest accrued from the Allottee(s) to Company on delayed payments. However, in case the amount paid by the Allottee(s) till the date of termination is less than the amount which Company is entitled to recover as aforesaid, then the Allottee(s) shall further be liable to pay the difference / shortfall to Company.
- In case the applicant withdraws or surrenders his application for the allotment, for any reason whatsoever, at any point of time, then the Company shall be entitled to forfeit the amounts paid/deposited up to earnest money along with interest due/payable and brokerage paid for the said booking and may refund the balance amount to Applicant(s), (if applicable), without any interest or compensation whatsoever after the Apartmentis allotted to some other intending applicant.
- Notwithstanding anything contained in this Application timely performance by the Allottee(s) of all its obligations under this Application or exercise of any options wherever and whenever indicated herein this Application, including without limitation, its obligations to make timely payments of the Total Amount Payable and other deposits and amounts, including any interest in accordance with this Application shall be of essence of the application and in case of delay interest @10% per annum shall be charged for the delay period. In case two regular installment remain unpaid the booking/allotment shall be treated as cancelled and 20% amount of the cost of the apartment/unit shall be forfeited and balance amount (if any) will be refunded without any interest. The said refundable amount will be refunded only after rebooking of the apartment/unit and after receiving the sum of refundable amount from the new buyer. As the company/ promoter utilized the deposited amount for the development and construction of the Project.
- All payments by the Applicant(s) shall be made to the Company through demand drafts/cheques drawn upon scheduled banks in favour of "Oasis Realtech Private Limited" payable at Noida only.
- The Allottee(s) shall be liable to make timely payments of installments upon receipt of demand notices from the Company from time to time and/or in accordance with the Payment Plan on or before the due date as provided in the Demand Notice issued by the Company to the Allottee(s) without default. If the Allottee(s) fails to pay any installment within the said period, then the Allottee(s) shall be entitled to another 15 (fifteen) days of interest free grace period. Thereafter, the Allottee(s) shall be liable to pay interest on the unpaid amounts for the entire delay period calculated at the rate of 10% per annum. If the Allottee(s) does not pay the amounts even within 30 (thirty) days after the expiry of the 15th date from the due date under the Demand Notice then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel / terminate allotment.
- The car parking allotted with the Apartment ("Allotted Car Parking Spaces") shall form an indivisible and inseparable constituent of the Apartment and they shall not have any independent transferability by themselves. The Allotted Car Parking Spaces shall be marked at the time of possession and the Allottee(s) has agreed that it shall not be at any point in time entitled to modify or make any changes or cordon off or otherwise erect any temporary structure in the Allotted Car Parking Spaces. The Allottee(s) undertakes to use the Allotted Car Parking Spaces only for parking light private motor vehicle. All terms and conditions mentioned herein, including but not limited to the use, cancellation of allotment, resumption etc. of the Apartment shall also apply to the Allotted Car Parking Spaces. The Allottee(s) understands and agrees that all reserved car parking spaces allotted to other occupants of Residential Project along with the un-allotted car parking spaces remaining in the ownership of the Company are not part of the Common Areas & Facilities of Residential Project and shall not form part of the Common Areas & Facilities for the purpose of the Declaration Deed to be filed by the Company under the U. P. Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010 and Rules framed there under, and as amended from time to time.
- The Allottee(s) shall not be entitled to transfer / assign the entitlements under this Application Form and the Allotment Letter issued by the Company for a period of 12 months from the date of the Allotment Letter. Thereafter the Allottee(s) may after obtaining prior written consent of the Company, assign / transfer his rights, title and interest in the Apartment under this Application and the Allotment Letter to any third person / entity. The Company assures the Allottee(s) that the said written consent shall not be unreasonably withheld, however the same shall be subject to payment of the monies due and payable by the Allottee(s) under this Application and the Allotment Letter and payment of transfer / administrative fee for such assignment/ transfer as may be determined by the Company from time to time. Such consent/ permission shall always be subject to applicable laws, notifications/ governmental directions. The Allottee(s) shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.

All applicable statutory charges, taxes including GST, cess and other levies demanded or imposed at any later date by the concerned/competent authorities shall be payable proportionately by the Applicant(s) from the date of booking as per demand raised by the Company/competent authority as the case may be.
- The Allottee(s) agrees and undertakes to pay all other charges on actual basis towards electricity, water and sewerage connection, cost of electricity and water meter, cost of optical network terminal/unit for providing FTTH facilities etc. as may be demanded by the Company at the time of offer of possession.
- The association/Company, for the purposes of carrying out such maintenance services at the Residential Project, may employ / hire a maintenance agency ("Maintenance Agency") appointed for the said purposes. The Allottee(s) shall be required to enter into a separate maintenance agreement with the Maintenance Agency ("Maintenance Agreement"), in the format provided to him by the Company, which shall clearly specify the scope, terms and conditions for provisions of the maintenance services in the Residential Project. The Allottee(s) hereby accepts that the provisions of such maintenance services and use and access to the Common Areas and Facilities in the Residential Project shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc ("Maintenance Charges") to the Maintenance Agency, as the case may be, and performance of all conditions, covenants, obligations and responsibilities of the Allottee(s) under the Application and the Allotment Letter. The rates of maintenance and service charges shall be fixed by the Maintenance Agency. The rates shall be subject to periodic revisions in line with the increase in the prices of commodities etc. as aforementioned. The Allottee(s) agrees that, on and from the Possession Notice Date or the date of execution of the Deed, whichever is earlier, the Allottee(s) shall be liable to pay all such Maintenance Charges.
- Further, it is alsomade clear to the Allottee(s) that certain lands adjacent to the Project Land ("Additional Lands") may also be merged / combined (i.e. having combined lay out plan) with the Project Land and the Company shall obtain requisite approvals for the same from the Competent Authority. The Allottee(s) understands that the Company has the right to construct multi-storied residential building(s) / tower(s) and the related amenities, structures, facilities, services etc. over the Additional Land of such shape, size, height, specification and at such location as it may deem fit in its sole discretion and as may be approved by the Competent Authority. The Company shall be the sole and exclusive owner of the property so constructed / proposed to be constructed at any time on the Additional Lands.
- The Allottee(s) understands and acknowledges that the Company has the unequivocal right and entitlement to utilize any balance / additional floor space index as may be available to the Project Lands, and the floor space index available to the Additional Lands; and obtain relevant approvals in this regard from the Competent Authority under the Applicable Laws. The Allottee(s) understands that the Company shall be free to utilize the same on the the Additional Land, as the Company may deem fit and proper. The Allottee(s) hereby gives his no objection / irrevocable consent to the utilization of any such floor space index by the Company on the the Additional Land in future under the laws prevalent at that point of time. For such purposes mentioned herein above the Company shall be entitled to the revise / change the layout plan and building plans of the Project and submit the revised plans to the Competent Authority for their approval, and the Allottee(s) hereby gives his unequivocal objection / irrevocable consent to the same.For avoidance of any doubt it is clarified that, for all intents and purposes, the construction development on the Additional Land shall form part of the Project as a single group housing complex for the purposes of the Apartment Ownership Act, and the Project in such situations shall comprise of the

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Project Land and the Additional Land. All owners / occupants of the residential building(s) / tower(s) on the Project Land and the Additional Land shall have right, title, interest, easements, claims etc, as per the Apartment Ownership Act, over the common amenities, structures, facilities, services etc. to be developed on the Project Land, or the Additional Land. It is made amply clear to the Allottee that the Common Areas and Facilities constructed on the Project Land have been constructed with the design and intent for being utilized by the allottees of apartments in the entire Project i.e. the allottees in Project Land and the Additional Land. The Allottee(s) hereby expressly agrees, undertakes and declares that he has no objection whatsoever to the same and at no point of time the Allottee(s) shall raise any objection / dispute to the same. The Allottee(s) is purchasing the Apartment after receiving full and complete disclosures in this regard from the Company.

18. In the event that the Allottee(s) is a Non-Resident Indian (NRI), Person of Indian Origin (PIO), Foreign National of Indian Origin (FNIO), Overseas Citizen of India (OCI) or is otherwise bound to comply with the provisions of the Foreign Exchange Management Act, 1999 (or any substitute or derivatives thereof along with all notifications, circulars, guidelines etc. issued under the same and as amended from time to time) or with any of the rules and regulations of the Reserve Bank of India or compliance under any other Applicable Law, governing the actions of such Allottee(s) including those for the remittance of payments into and out of India or for acquisition, sale, transfer of immovable property, then the Allottee(s) shall provide the Company with all relevant and required permissions, approvals, consents, documents, information, no objection certificates, etc. including for remittances Beneficiary's Name, Beneficiary's Account Number, Bank Name, Branch Name, Bank Address, Swift Code etc., as would enable the Company to lawfully carry out its obligations under this Application. The Allottee(s) shall have the sole responsibility to duly fulfill at all times, all or any of the said compliances and to furnish suitable certifications/consents/permissions thereof to the Company and the Company accepts no responsibility in this regard.
19. The Company shall have the right to raise finance / loan from any financial institution / bank by way of mortgage / charge / hypothecation or securitization of receivables or in any other mode or manner by creating a charge / mortgage on the Apartment and / or the Residential Project and / or the Project Land and / or the receivables from the same, subject to the condition that the Apartment shall be free from all encumbrances at the time of execution of Transfer Deed. The Company / financial institution/ bank, as the case may be, may always have the first lien / charge on the Apartment for all their dues and other sums payable by the Allottee(s) or in respect of any loan granted to the Company for the purpose of the construction of the Residential Project.
20. The Allottee(s) may, for the purpose of facilitating the payment of the Total Amount Payable obtain financial assistance from banks/financial institution after obtaining prior written permission from the Company. Any such arrangement / agreement shall be entered into by the Allottee(s) at his sole cost, expense, liability, risk and consequences. The Allottee(s) shall keep the Company indemnified from all costs, expenses, injuries, damages etc. which the Company may suffer for any breach / default that may be committed by the Allottee(s) to the third party(ies) / banks/ financial institution. In this regard, the Company may at the request of Allottee(s), enter into a tripartite agreement with the Allottee(s)' banker / financial institution to facilitate the Allottee(s) to obtain the loan from such bank / financial institution for purchase of the Apartment. The Allottee(s) hereby agrees that the Company shall be entitled to cancel this Application and the Allotment Letter at the request of the Allottee(s)' banker / financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Allottee(s).
21. The Allottee(s) may obtain finance from any financial institution / bank or any other sources stated above, but the Allottee(s) obligation to purchase the Apartment and pay the amounts payable pursuant to this Application and the Allotment Letter is not to be contingent on the Allottee(s)' ability or competency to obtain such financing and the Allottee(s) will remain bound under this Application and Allotment Letter whether or not the Allottee(s) has been able to obtain financing for the purchase of the Apartment.
22. The Applicant(s) undertakes to abide by and comply with all the laws, rules and regulations, terms and conditions applicable/made applicable to the said Apartment/Residential Project.
23. The Company shall not be held responsible or liable in any manner for not performing or delay in performing any of its obligations or undertakings provided in this Application Letter if such performance is prevented or delayed due to Force Majeure.
24. Subject to compliance by the Allottee(s) of all the terms and conditions herein and Force Majeure, the Company shall endeavor to complete the construction of the Apartment within 30 (Thirty) months with a grace period of 6(six) months from the date of the Allotment Letter. The date on which the Company makes the application to the competent authority(ies) for issue of part occupation and/or completion certificate for the tower in which the Apartment is located shall for all intent and purposes be treated as the date of completion of construction by the Company of the Apartment.
25. Subject to other terms and conditions herein, in the event the Company fails or neglects to complete the construction on or before the time specified in Article 24 above and/or on such date as may be extended by mutual consent of the Parties, then the Company shall be liable to pay to the Allottee(s), a compensation for the entire period of such delay computed at the rate of 10% per annum till issue of Possession Notice under Construction Linked, Flexi Linked & Down payment Plan. For booking under Subvention Plan, in case of delay in handing over of possession, the company shall be liable to pay the Pre EMI Interest of the Allottee till the offer of possession.
26. The Allottee(s) agrees that no other claim whatsoever (other than the claims provided in this Application), monetary or otherwise, shall lie against the Company. The Allottee(s) also understands and acknowledges that delay in arriving at any stage for payment on the respective construction timeline under the construction linked Payment Plan, shall in no manner constitute a valid reason for the Allottee(s) to delay payment of the due installment on account of any alleged delay in overall Residential Project schedule.
27. After the Company has completed the construction of the Apartment and has obtained the occupation certificate for the Tower in which the Apartment is located, the Company shall be entitled to issue a written notice ("Possession Notice") requiring the Allottee(s) shall within the period of 30 days from the said notice (i) Pay the balance of the Total Amount Payable together with any past dues and interest thereon and additional charges (if any) to the Company; and (ii) Execute the transfer deed / deed of apartment with the Company in the format prescribed by the Company / Yamuna Expressway Industrial Development Authority (YEIDA) and get the same duly stamped and registered with the Sub Registrar of Assurances, YEIDA, Gautam Budh Nagar; and (iii) Take over the physical possession of the Apartment and Allotted Car Parking Spaces from the Company.
28. The Allottee(s) understands and acknowledges that the Company is entitled to complete the Residential Project in phases / parts and it may be so that at the time of issuance of the Possession Notice, or when the Allottee(s) is handed over the possession of the Apartment, or when the transfer deed / deed of apartment has been executed in favour of the Allottee(s); the Common Areas and Facilities including the club house, whether in whole or in part, may not be complete and fit to be used by the Allottee(s). However, the same shall be completed on or before obtaining the Occupancy/Completion Certificate for the entire Residential Project from the competent authorities. The Allottee(s) hereby expressly agrees, undertakes and declares that he has no objection whatsoever to the same and at no point of time the Allottee(s) shall raise any objection / dispute to the same.
29. The Allottee(s) shall use the Apartment only for the 'residential' purposes as per the provisions of the Allotment Letter, Declaration and Bye Laws of the Association and shall neither use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other Apartment / flats in the Residential Project nor for any illegal or immoral purposes.
30. The Company shall have the absolute right to modify the building plans or submit new building plans and make additional construction (anywhere in Residential Project) by way of an increase in the number of floors or otherwise, whether on account of increase in the FAR or better utilization of the Project Land / Residential Project or pursuant to the grant of additional licenses or for any other reason, to the extent permissible by the relevant governmental authority at any time before or after the completion of the Residential Project or filing the Declaration Deed therefore. The Allottee(s) acknowledges and agrees that it is the right of the Company to commercially utilize the increased FAR for its own commercial benefit amongst any of the existing towers within Residential Project or otherwise in any other manner it may think fit and proper.
31. The Applicant(s) undertakes to abide by the house rules framed by the Company/ Maintenance Agency for the betterment of the entire Residential Project.
32. In case of a contradiction between the terms and conditions herein and the Definitive Document, which the Applicant(s) are required to sign and execute on confirmation of allotment, the terms and conditions of the Definitive Document shall survive and supersede.
33. The Applicant(s) shall get his complete address registered with the Company at the time of booking and it shall be his responsibility to inform the Company by Registered A.D. letter about all subsequent changes in his address, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur therefrom.
34. In case there are joint Applicant(s), all communications shall be sent by the Company to the Applicant(s) whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named Applicant(s).
35. In case the cheque/bank draft submitted along with this application is dishonored then the booking shall stand automatically cancelled without any intimation to the Applicant(s).
36. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the Apartment, the same shall be referred to arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications/amendments thereof. Such arbitration shall be held at NOIDA and the decision of the Arbitrator shall be final and binding on the Parties.
37. The Courts at Gautam Budh Nagar alone shall have jurisdiction in case of any dispute.
38. Singular shall mean and include plural and masculine gender shall mean and include feminine gender wherever applicable.

Date:

Place:

ANNEXURE-I
(Payment Plan)