



Rich Homes, Richer Lifestyle

BOOKING BOOKLET

APPLICATION/BOOKING FORM

Dated:

**M/s Saya Buildcon Consortium Pvt. Ltd.,
Plot No. GH-11, Ahinsa Khand II,
Indirapuram, Ghaziabad – 201 010 (U. P.)**

PHOTOGRAPH OF SOLE/FIRST APPLICANT	PHOTOGRAPH OF SECOND APPLICANT
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Dear Sir/Madam,

I/We hereby wish to register/book for provisional allotment of a residential apartment in your Group Housing Project named as “**Saya Zion**” to be developed and constructed by **M/s Saya Buildcon Consortium Pvt. Ltd.** (hereinafter referred to as the “Company”) at **GC-6/II, Gaur City, Plot No. GH-01, Sector 4, Greater Noida, Distt. Gautam Budh Nagar, U.P.** I/We agree to abide by the basic terms and conditions attached to this Application form and also agree to sign and execute, as and when desired by the Company the Apartment Buyer’s Agreement on the Company’s standard format, contents whereof have been read and understood by me/us and I/we agree to abide them.

I/We remit here with a sum of Rs.(Rupees.....) vide bank Draft/ Cheque No..... Dated..... Drawn on in favor of “**Saya Buildcon Consortium Pvt. Ltd.**” as booking amount.

I/We further agree to pay the installments & additional charges as per payment Plan (opted by me/us) as shown in the price list and/ or as stipulated/ demanded by the Company, failing which booking will be cancelled and the earnest money shall be forfeited by the Company. My/our particulars are given below:-

1. SOLE / FIRST APPLICANT:

Mr./ Mrs./Ms.....

Son/Wife/Daughter of Mr.....

DOB Profession Nationality

Residential Status: Resident Non Resident Foreign National of Indian origin

Residential Address.....

.....Office:.....

Tel. Res. Off..... Mobile No.

Marital Status: No. of Children E-Mail ID.....

Income Tax PAN/Ward No.....



Signature of the Applicant(s)

2. SECOND APPLICANT:

Mr./ Mrs./Ms.....
 Son/Wife/Daughter of Mr.....
 DOB Profession Nationality
 Residential Status: Resident Non Resident Foreign National of Indian origin
 Residential Address.....
Office:.....

 Tel. Res. Off..... Mobile No.
 Martial Status: No. of Children E-Mail ID.....
 Income Tax PAN/Ward No.....
 Relation with First Applicant:

3. Details of Residential Apartment:

(i) Type..... (ii) Tower..... (iii) Apartment No..... (iv) Floor
 (v) Saleable Area..... sq. ft. (..... sq. mt.) approx. (vi) Terrace Area sq. ft. (..... sq. mt.) approx.
 (vii) Lawn Area sq. ft. (..... sq. mt.) approx.

4. Details of Car Parking space :

- Lower Basement Upper Basement Big Lower Basement Big Upper Basement
 Mechanical Stilt


5. Details of Pricing:

	PARTICULARS		RATE (RS.)	AMOUNT (RS.)
A	Basic Price :			
a1	Basic Sale price (BSP)	Per Sq. ft.		
a2	Preferred Location Charges (Road/Park/Pool/Stadium)	Per Sq. ft.		
a3	Lease Rent (One time)	Per Sq. ft.		
a4	Car Parking space charges			
	Sub Total of Basic Price:			
	Add: Service Tax	@3.09%		
	Total Basic Price (A)			
B	Additional Charges:			
b1	Electric Meter Installation ChargesKVA		
b2	Power Backup Installation ChargesKVA		
b3	Club Membership Fee			
	Sub Total Additional Charges			
	Add : Service Tax	@12.36%		
	Total Additional Charges (B)			
C	Refundable/Transferable Interest Free Maintenance Security Deposit	Per sq. ft.		
D	Grand Total Price of Apartment (A+B+C)			


Signature of the Applicant(s)

I/We require electrical connection forKVA. I/We are ready to pay the installation charges at the above stated rate at the time of offer for possession. I/We am/are also ready to pay the per unit consumption charges for the main electric load (through power grid) and fixed charges to be decided at the time of offer for possession.

I/We require power back-up of.....KVA. I/We are ready to pay power back up installation charges at the above stated rate at the time of offer for possession. I/We am/are also ready to pay the per unit charges for the Power back-up consumed (i.e. Running cost of DG Set) & fixed charges to be decided at the time of offer for possession.

Payment Plan Option	Cash Down Payment Plan <input type="checkbox"/> Flexi Plan <input type="checkbox"/> Construction linked Plan <input type="checkbox"/> Any other Special Plan <input type="checkbox"/>
Validity of Plan:	Validity of Cash Down Payment Plan/Flexi Plan (Date):
Mode of Booking	Direct <input type="checkbox"/> Dealer <input type="checkbox"/>
If through Dealer (Detail of Dealer)	
	(Name) (Signature with Stamp)

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. Any allotment against this Application is subject to the terms and conditions attached to this application form and that of the Apartment Buyer's Agreement, the terms and conditions where of shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s), I/We undertake to inform the Company of any change in my/our address or in any other particulars/ information, given above, till the booked property is registered in my/our name(s) falling which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Company shall be deemed to have received by me/us.

1.  

2.  

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

NOTES:

- i. All Cheques/Demand Drafts to be made in favors of **“Saya Buildcon Consortium Pvt. Ltd.”** payable at **Ghaziabad/Delhi** only. Outstation Cheques will not be accepted.
- ii. In case, the cheque comprising booking amount is dishonored due to any reason, the Company reserves the right to cancel the booking without giving any notice to the applicant(s).
- iii. Persons signing the Application form on behalf of other person/firm/Company shall file proper Authority Letter/Power of Attorney/Resolution.
- iv. The provisional booking does not convey in favors of purchaser any right, title or interest of whatsoever nature unless and until Apartment Buyer Agreement is executed.


Signature of the Applicant(s)

FOR OFFICE USE ONLY

CHECK LIST :		
1	Booking amount	Cash / Local Cheque / Pay Order / Demand Draft
2	PAN	Copy of PAN Card / Form 60
3	For booking in name of Companies	Memorandum & Articles of Association & Copy of Board Resolution
4	For NRI & POI	Copy of Passport and Account details & Payment thru' NRE/NRO/Foreign Currency A/c only
5	Photographs & Signatures	
6	Remarks, if any	
7	Booked by:	
8	Checked by:	
9	Approved by:	

Encl. Terms & Conditions / Copy of cost sheet


Signature of the Applicant(s)

INTERPRETATION OF SOME INDICATIVE TERMS

Apartment Act: means the Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010 and the Rules and/or any other statutory enactment or modifications thereof.

Additional PLC: means the charges payable in addition to the basic rate for the said Apartment being additionally preferentially located, which shall be calculated on per sq. ft. based on the Saleable Area of the said Apartment.

Agreement: means this Apartment Buyers' Agreement, including all annexures, recitals, schedules and terms and conditions for the allotment of said Apartment and/or the Parking Space(s) in the said Complex, executed by the Allottee(s) and the Company.

Applicant: means person(s) / Firm / Company, applying for allotment of the said Apartment, whose particulars are set out in the booking application form and who has appended his / her signature in acknowledgement of having agreed to the terms and conditions of the booking application form.

Application (Booking application): request for allotment of apartment made by the person(s) / Firm / Company on a standard format namely booking application form of the company. In case of more than one applicant, the other will be considered as co-applicant prior to execute the allotment letter, they will be considered as intending Allottee(s).

Allottee(s): means the person(s) who will enter into Apartment Buyers' Agreement with the Company for the said Apartment allotted to the Allottee(s) and who has sign and executed the Agreement. In case of more than one applicant, the other will be considered as Co-Allottee(s) and the Allottee and the Co-Allottee(s) will have the equal shares in the said Apartment.

Apartment: the dwelling unit/apartment in the project, which is identified by a number that number is also identifying the floor and block of that apartment "said apartment" shall mean the specific apartment applied for by the applicant in the said project, details of which have been set out in Application / Agreement.

Area:

- (a) **Area of land:** total area of land over which the project is going to be constructed.
- (b) **Built up Area:** is the Carpet area plus thickness of outer & internal walls and the balcony areas. It is the Carpet area + area occupied by walls, doors of an apartment + balcony area.
- (c) **Carpet Area:** area enclosed within the walls, actual area to lay the carpet. Said area does not include thickness of inner walls. It is actual used area of an apartment.
- (d) **Common Areas & facilities:** means all facilities to be used by all the apartment owners such as entrance, lobbies, corridors, stair cases, lifts, lift lobbies, machine rooms, all service shafts, fire escapes, and all underground and overhead tanks, electric sub stations, control penal room, installation area of the transformer and DG set, guard towers, entrance and exit of the complex, water supply, treatment plants, pump house, sewerage systems, common toilets, rainwater harvesting systems etc.
- (e) **Independent Area:** the areas which are not included as common areas for joint use of apartments and may be sold by the company / promoter without interference of other apartment owners.
- (f) **Limited Common Area & facilities:** those which are reserved for use of certain apartment or apartments to the exclusion of the other apartments.



Signature of the Applicant(s)

(g) **Saleable/Super Built up Area:** The super built up area comprises of the polyline (P line) area of the apartment means the area of RCC slab of said apartment including walls, columns, wardrobes, usable shafts and the balconies. The outer walls which are shared with another unit shall be computed at 50%, remaining outer walls shall be computed at 100% and the proportionate common area of that particular tower/block in which the apartment is situated means the area / core area comprises of corridors, lifts, staircase, entrance lobby at ground and basement, overhead water tanks, machine rooms, mumty, garbage room etc. and the proportionate common area of the project, which includes security / RWA / maintenance rooms, common toilets at ground floor, generator room, electrical room, gas banks (if any) and other constructed common areas, which are not separately charged. Super built up area is the Covered area + Balconies + Area occupied by common/shared constructions e.g. lifts, staircases etc.

The following are not included in the Super Built-up Area:

Underground sump, Underground water tank, Boundary wall of compound, Septic Tank, Walk-ways, open to sky swimming pools, open sports facilities, weather sheds, in accessible flower beds, common open to sky terraces and void like etc.

Basic Price: means any and all kind of the amount amongst others, payable for the said Apartment which includes basic sale price, PLC (if and where applicable), Lease Rent calculated on per sq ft. based on the Saleable Area of the said Apartment and price for exclusive right to use of Parking Space(s) but does not include other amounts, additional charges, security deposit amount etc., which are payable in accordance with the terms of the application/agreement, including but not limited to:

- EDC, IDC increase in EDC/IDC, wealth tax, government rates tax on land, fees or levies of all and any kinds by whatever named called;
- Maintenance Charges, property tax, municipal tax on the Said Apartment;
- Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and conveyance deed etc.;
- Taxes and Cesses;
- The installation charges for electric and power back-up meters as well as charges for electric and power back-up consumption;
- Club membership fee and club maintenance charges, as applicable;
- Cost of additional parking space(s), if any, allotted to the Allottee(s);
- Interest free refundable maintenance security deposit, which will be transferred/refunded to RWA at the time of termination of maintenance agreement or transfer of maintenance to the RWA of the Complex; and
- Any other charges that may be payable by the Allottee(s) as per the other terms of the Agreement which amounts shall be payable by the Allottee(s) in addition to the Total Price in accordance with the terms and conditions of the Agreement and as per the demand raised by the Company from time to time.

Company: That is **M/S SAYA BUILDCON CONSORTIUM PVT. LTD.**, a Company registered under the Companies Act, 1956 having its Registered Office at B7/45, Safdarjung Enclave Extension, New Delhi – 110 029.

Conveyance/Sub Lease Deed: means the deed of conveyance which shall convey title of the said Apartment in favour of the Allottee(s) in accordance with the Apartment Buyers' Agreement.



Signature of the Applicant(s)

Complex: The entire project having apartments of different types and dimensions in various Towers/blocks also have spaces for convenient shopping, commercial and recreational facilities, club, party hall, basement, swimming pool, parking spaces and spaces for public amenities etc.

Earnest Money: means 5% of the basic price of said Apartment (exclusive of charges payable on offer for possession) of the said Apartment payable by the Allottee(s).

EDC: means the charges levied or leviabale on the said Complex/said Land (whatever named called or in whatever form) by the Government of U.P. or any other Governmental Authority and with all such conditions imposed to be paid by the Allottee(s) and also includes any further increase in such charges.

Foot Print: shall mean the precise land underneath the said Building.

Force Majeure Clause: Means any event or combination of events or circumstances beyond the control of the Company, which cannot (a) by the exercise of reasonable, diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligation under this Allotment, which shall include but not be limited to:

- Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- Explosions or accidents, air crashes and shipwrecks, act of terrorism;
- Strikes or lock-outs, industrial dispute;
- Non availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reasons whatsoever;
- War and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- The promulgation of or amendment in any law, rules or regulations or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the party / company from complying with any or all the terms and conditions as agreed in the Allotment; and
- Any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant, if necessary approvals for the said complex/building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or for any reason whatsoever.

IFMS: means the interest free maintenance security to be paid by the Allottee(s) for the maintenance and upkeep of the Said Complex/Said Building to be paid as per the schedule of payments to the Company @ Rs.25/- (Rupees twenty five only) per sq. ft. of the Saleable Area of the Said Apartment. The said amount paid towards IFMS is transferable / refundable to the Residents Welfare Association (RWA) at the time of termination of Maintenance Agreement or transfer of maintenance of the Complex to the RWA.

Layout and Plans: The Architectural Drawings of project comprising of whole planning of constructions, open areas and drawings of particular Block, Floor and a particular apartment.

Payment Plans: These are the structure/schedule of installments against booked apartments having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.



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Maintenance Agency: means the Company, its nominee(s) or association of apartment Allottee(s) or such other agency to whom the Company may handover the maintenance and who shall be responsible for carrying out the maintenance of the said Complex/Building.

Maintenance Charges: means the charges payable by the Allottee(s) to the Maintenance Agency for the maintenance services and upkeep of the said Complex/Building including common areas and facilities but does not include (a) the charges for actual consumption of utilities in the said Apartment including but not limited to electricity, water, which shall be charged based on actual consumption on monthly basis and (b) any statutory payments, taxes, with regard to said Apartment/said Building/said Complex, at prescribed rate on the super built up area of the Apartment payable on monthly basis. The details of maintenance charges shall be more elaborately described in the Maintenance Agreement.

Maintenance Agreement: means the agreement executed by the Allottee(s) and the Company or the Maintenance Agency nominated by the Company.

Non-refundable amounts: means the interest paid or payable on delayed payments, brokerage paid/payable by the Company, if any, etc.

Parking spaces: means the exclusive right of the Allottee(s) to use the parking space(s) for parking car(s), as described in the application/booking form.

Project: means **SAYA ZION** at GC-6/II, Gaur City, Plot No. GH-01, Sector 4, Greater Noida, Distt. Gautam Budh Nagar U.P.

RWA: means the Resident Welfare Association, an Association of the Apartment owners, which shall be duly formed after providing 50% possessions in the said project and the Company/Promoter shall get the Association registered after handing over 50% apartments to the owners.

Said Apartment: means the apartment allotted to the Allottee(s) and/or an exclusive use of parking space(s), the tentative typical apartment plan, layout plan and the tentative specifications of said Apartment will be given in annexures forming part of Apartment Buyers' Agreement and includes any alternative apartment allotted in lieu of said Apartment.

Said Building: means the tower/building in the Said Complex in which the said Apartment will be located.

Said Complex: means the 'SAYA ZION' GC-6/II, Gaur City, Plot No. GH-01, Sector 4, Distt. Gautam Budh Nagar, U.P. comprising of residential apartment buildings, shops, club house, swimming pool, etc. and any other building amenities and facilities, as may be approved by the Governmental Authority.

Said Land: means the land admeasuring about 20947 sq. meters situated at GC-6/II, Gaur City, Plot No. GH-01, Sector 4, Greater Noida, Distt. Gautam Budh Nagar, U.P. on which the Said Complex is being developed. The said Land has been sub leased from M/s Gaursons Hi-Tech Infrastructure Pvt. Ltd. who was allotted land measuring 503216 sq. meters at Plot No. GH-01, Sector 4, Distt. Gautam Budh Nagar, U.P. on 05.05.2010.

Taxes & Cesses: means any and all kind of taxes and cesses including but not limited to value added tax, state sales tax, central sales tax, GST works contract tax, service tax, one time building tax, luxury tax, building and other construction workers welfare fund, education cess and any other taxes and cesses by whatever name called paid or payable by the Company and/or its contractors (including sub-contractors), suppliers, consultants, in connection with the development/construction of the said Apartment/Said Building/Said Complex.



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TERMS AND CONDITIONS FORMING PART OF APPLICATION/BOOKING FORM FOR BOOKING OF RESIDENTIAL APARTMENT IN SAYA ZION AT GC-6/II, GAUR CITY, PLOT NO. GH-01, SECTOR 4, GREATER NOIDA, DISTT. GAUTAM BUDH NAGAR, U.P.

1. WHEREAS M/s Gaursons Hi-Tech Infrastructure Pvt. Ltd., after obtaining necessary approval from GNIDA, executed a tripartite sub lease deed in favour of M/s Saya Buildcon Consortium Pvt. Ltd. (hereinafter referred to as the 'Company') in respect of Group Housing Plot GC-6/II, Gaur City, Plot No. GH-01, Sector 4, Greater Noida, Distt. Gautam Budh Nagar, U.P. admeasuring 20947 sq. meters in the Township Gaur City (hereinafter referred to as 'said land) which is duly registered as Document No. 19919, Book No. 1, Jild No. 16211 on Pages from 51 to 80 with the Sub Registrar, Sadar, Gautam Budh Nagar.
2. WHEREAS the Company has taken over physical possession of aforesaid land from M/s Gaursons Hi-Tech Infrastructure Pvt. Ltd. on 26.06.2014 and the Company is authorized to execute sub lease of the apartments for the saleable area in favour of its Allottee(s) on the terms and conditions of application/booking form, Apartment Buyers' Agreement and Sub Lease Deed executed in favour of the Company by the GNIDA & M/s Gaursons Hi-Tech Infrastructure Pvt. Ltd. and all terms and conditions of the Lease Deed of the above Group Housing Plot executed in favour of M/s Gaursons Hi-Tech Infrastructure Pvt. Ltd. shall also be applicable to the Allottee(s).
3. AND WHEREAS GNIDA vide its Letter No. PLG(BP)3247/44/OPA-7297 dated 08.11.2013 has granted approval/license to develop the said Land as Group Housing and the Project will have apartments of different sizes and dimensions in various towers/blocks therein and the spaces for convenient shopping, commercial and recreational facilities, club/party hall, basements, swimming pool with changing rooms, parking etc. Any change/direction/conditions imposed by GNIDA at any stage while modifying the layout plan shall be binding on the Allottee(s) and the Allottee(s) hereby agrees that it shall not be necessary on the part of the Company to seek consent of the Allottees(s) for the purpose of making any changes in order to comply with such directions, conditions changes and the layout plans of the said Land as may be amended and approved from time to time, shall supersede the present layout plan and/or previous approved layout plans, as the case may be.
4. That the Allottee(s) acknowledges and confirms that he has seen all the documents and titles and other relevant papers/documents etc. pertaining to the said Apartment/said Building/said Complex and is fully satisfied about the title and rights of the Company in respect thereof. The drawing and plans of the said Building/said Complex have been displayed at the site office of the Company. The show apartment, if /as and when constructed at site will not be in accordance to the structural drawing of the said Apartment and hence it would not have the beam and columns. The actual construction must not be compared to that and also that the fitting, fixture, finishing and other items of such show apartment are not to be compared with the actual construction.
5. That as per the Layout Plan it is envisaged that the apartment on all the floors shall be sold as an independent apartment with impartable and undivided shares in the land area underneath the plot.
6. That as per the prevailing Building Byelaws of the GNIDA, the FAR (Floor Area Ratio) of the above said project presently is 2.75 of the Residential plot area which comprises of fixed numbers of the apartments/apartments in proportionate to the population density i.e. 1650 P.P.H. Thereafter 0.75 Purchasable FAR + 0.1375 FAR for Green Building in respect of Residential Plot Area is being applied for approval to the GNIDA. As and when approved by the GNIDA, Company may purchase the said FAR. For Metro 0.5 FAR as per the norms of GNIDA is applicable and furthermore 10% of the above mentioned total FAR is compoundable. Accordingly the number of dwelling units and population density may increase to which no further individual consent from the Allottees will be obtained in terms of U. P. Apartment Act, 2010 or any other applicable law. Also that in the eventuality of change in FAR, the Company shall have the right to explore the terrace area or parking spaces etc., as and when required and deemed fit by the Company and by signing this application and terms and conditions it shall be presumed all time consent of the applicant(s) for all which has been stated herein.
7. That the layout plan of the said Complex may have commercial areas, as may be earmarked in addition to group housing. However, this application/booking form is confined and limited in its scope only to the provisional booking of the said Apartment in the said Building of the said Complex in accordance with the building plans approved by the GNIDA. The Allottee(s) understands that the area of the said Land or thereabout may be modified in future to the



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extent as may be required/desired to comply with such directions, conditions, changes and modifications and shall be free to carry out / develop it in any manner as the Company may deem fit and/or pursuant/consequent to any directions/approvals by the GNIDA/any other concerned authority.

8. That it is clarified that the Company has not intended to convey right or interest in any of the land falling outside the said Building/said Complex/said Land and no impression of any kind has been given with regard to the constructions that may take place on the land outside the said Land.
9. That the Allottee(s) understands and agrees to pay increases, if any, due to increase in Saleable Area, increase on account of additional fire safety measures undertaken/ increase in all types of security, deposits, charges and increase thereof for bulk supply of electrical energy and all other increases in cost/charges and/or any other increases in charges, which may be levied or imposed by the Government Authorities from time to time.
10. That the Allottee(s) shall make the payment of the Total Basic Price as per the payment plan opted by the Allottee(s) along with all other additional charges payable on offer for possession, taxes, cesses, securities, deposits, etc. increases as mentioned in the Agreement, shall be payable by the Allottee(s). The payment on time shall be the responsibility of the intending Allottee(s). Any separate demand letter for the installment falling due is not required to be sent by the Company and that shall not be claimed as a right by the intending Allottee(s) or a duty / obligation towards the Company.
11. That the schedule of installments as per payment plan opted in the application/booking form and the cost sheet shall be final and binding over the Allottee(s). The Cash Down payment plan / Flexi payment plan will be valid up to the specific dates mentioned above in the application/booking form. After the expiry of said date, the Construction linked payment plan shall be applicable and the cost of Said Apartment shall be as per Construction linked payment plan.

Note: In case re-issuance of allotment letter is required and requested by the allottee or bank /financial institution that shall attract a fee of Rs.10,000/- as administrative charges and shall be payable by the allottees.

12. That the Company may allow, in its sole discretion, rebate for early payments of installments, payable by the Allottee(s) by discounting such early payments @ 14% per annum for the period by which the respective installment has been advanced. The provision for allowing rebate and such rate of rebate shall be subject to revision/withdrawal, without any notice at the sole discretion of the Company.
13. That the Allottee(s) understands that the building plan, layout plan of the Said Complex/Said Apartment as approved by the Governmental Authority is subject to change as per the discretion of the Company and/or as directed by the Governmental Authority. The Allottee(s) also understands and agrees that in case of change in location of said Apartment due to change in the layout plan/building plan of the said Complex/said building or otherwise, the Allottee(s) shall have no other right or claim except adjustment of amount payable or paid on account of preferred location/preferred view charges (PLC), if any.
14. That the Allottee(s) agrees to pay certain charges along with service tax at applicable rate, besides agreed total basic cost of the Said Apartment, to the Builder in respect of saleable area of Said Apartment at the time of offer for possession.
15. That the Allottee(s) agrees and understands that Company will provide a single point electric connection for the said Building/said Complex from the Paschimanchal Vidyut Vitran Nigam Limited and the electricity will be provided through separate meters to the Allottee (s) through pre-paid systems. The Allottee (s) will get the Electrical Connection for the capacity, as opted for at the time of booking, against payment of Electric Meter Installation charges.



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16. That the Allottee(s) understands that he can avail Power Back-up facility, as opted by him at the time of booking, after making payment of Power Back-up Installation Charges. The Allottee (s) may kindly ensure to have given his consent in writing at the time of application, as no request for power back-up facility shall be entertained later on. The per unit charges of the power back-up (i.e. running cost of DG set) shall be subject to the prevailing rates of fuel at the time of offer for possession.

Note: Any request for reducing the electrical and power back-up load shall not be entertained and no refund shall be made thereon. The electric / power back up load (s) will remain final, as was opted at the time of booking.

17. That the Company reserves the right to raise/revise the rates for electric meter / power back up installation charges from time to time. The escalated rates, however, will not affect the load already booked. Any request for additional electric load/power back up shall be entertained provided it would be feasible for the Company and will be accepted at the then prevailing rate only.

Further that the rates for Electricity and Power Back-up consumption charges including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) payable by the Allottee(s) will be decided by the Company at the time of offer for possession.

18. That the Allottee(s) shall also pay Club Membership Fee for the club facility to be provided in the said Complex. However, the rate for monthly/periodically payable Maintenance charges for Club will be decided by the Company at the time Club become operational / functional.

19. That the car parking, as per type opted by the Allottee (s) in the Application/Booking form will be available inside the Said Complex. The Cars/Scooters/Two Wheelers/Cycles shall be parked within the same parking spaces allotted to the allottee (s). At least **one car parking among available options is mandatory to be booked**. No car/vehicle is allowed inside the complex except those who have reserved the car parking space. The Company also reserves its right to allot/use the un-allotted parking spaces further in future even after handing over the maintenance of the said complex to the Resident's Welfare Associations of the complex. The RWA or owners/allottees/occupiers of the apartments shall not have any right over the un-allotted parking spaces.

The Allottee(s) understands that the Parking space(s) allotted to him shall be an integral part of the Said Apartment, which cannot be sold /dealt with independent of the Said Apartment. The Allottee(s) may apply for additional parking space which may be allotted subject to availability and at the prevailing price. All clauses of the Application and the Agreement pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the Parking space(s) so allotted, wherever applicable. The Allottee(s) agrees that Parking space(s) allotted to the Allottee(s) shall not form a part of common areas of the Said Building/Said Complex for the purpose of the declaration, which may be filled by the Company under the Apartment Act.

The Allottee(s) understands that the Company, as per the permissible usage, can also allot vacant basement car parking spaces for other purpose like domestic storage spaces etc. or dealt with it in any manner.

20. That the Allottee(s) understands and agrees that if there is any Service Tax, Trade Tax, VAT, GST and/or additional levies, rates taxes charges, compensation to the farmers, cess and fees etc. or any increase therein, as assessed and the attributable to the Company, as a consequence of Order from any Court/Government/GNIDA/Statutory or other Local Authority, the Allottee (s) shall be liable to pay his/her/their proportionate share for the same. In future if the appropriate authorities impose any such tax due to this transaction, the Allottee(s) hereby agree that he/she shall stand liable for payment of the same and all times indemnify and keep harmless to the Company.

21. It is hereby agreed understood and declared that the Sub lease Deed of the Said Apartment shall be executed and registered in favor of Allottee(s) after the Said Apartment has been constructed at the site, after receiving total consideration/additional charges/interest, if any. It is further agreed that other connected expenses/charges i.e. cost of Stamp Duty for registration of the Sub lease Deed, registration charges/court fees, other miscellaneous expenses, Advocate's legal fees/charges etc. shall be borne and paid by the Allottee(s). The Allottee(s) will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act. Any stamp duty and deficiency of stamp thereon if imposed by the government/competent authority over the Apartment Buyers' Agreement/Allotment Letter, allotment of Parking space(s) and Agreements for maintenance, electricity and power back-up etc. shall be paid and borne by the Allottee(s).



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22. Subject to the terms and conditions of this booking and upon subsequent execution of Apartment Buyers' Agreement and the Sub Lease Deed, the Allottee(s) shall have the following rights with regard to the Said Apartment:
- (i) Ownership of the Apartment Area;
 - (ii) Undivided proportionate interest in the Foot Print (excluding the basements reserved for car parking and services) calculated in the ratio of Saleable Area of the Said Apartment to the total Saleable Area of all apartments in the Said Building/Said Complex, as the Company may decide.
 - (iii) Exclusive right to use the Parking Space(s) (without any ownership right) for parking of vehicles only and for no other use whatsoever. The Allottee(s) hereby acknowledges that the Said Apartment along with Parking Space(s) will be treated as a single indivisible unit for all purposes including the Apartment Act and as such, cannot be transferred separately. The Allottee(s) agrees that the Allottee(s) shall not have any claim, right or interest, whatsoever in respect of any other Parking space(s) save and except the Parking space(s) allotted to him. The Company shall have sole right to deal with or dispose off other Parking space(s) in the Said Complex in the manner in which the Company may deem fit.
 - (iv) Undivided proportionate interest in and right to use the Common Areas and Facilities within the Said Complex only since the interest of Allottee(s) in the Common Areas and Facilities is undivided and cannot be separated subject to timely payment of Maintenance Charges, the apartment owners, maintenance staff etc. without causing any inconvenience or hindrance/annoyance to them.
 - (v) Right of usage of the Club, subject to fulfillment of the terms and conditions.
23. That the sale consideration is for the total super built-up area of the said apartment, which will be sub-leased, as mentioned herein, properly known as 'Saleable Area'. That all other rights, excepting what have been mentioned including easement rights, open spaces, unsold apartments/apartments, unsold parking spaces, spaces for commercial and recreational facilities, convenient shopping spaces, spaces for public amenities, studio apartments, community, clubs, storage and commercial constructions etc. or any other spaces, which does not fall under the definition of common areas will be the sole ownership of the Company, who will have the authority to charge membership for such facilities and dispose off the assets, whatever stated above. That the dimensions, shown in the broucher, map or any other document have been calculated on un-plastered brick wall to brick wall basis. The Company can sub lease the vacant apartment(s) or the complete block of the apartments, as a whole or in part to one or more persons/Company(ies)/institution(s), whosoever.
- The Allottee(s) acknowledges that the ownership of such land, areas, facilities and amenities, any additional construction on the Said Land and/or additional buildings in and around the Said Land, which the Company may construct in order to utilize the additional FAR, if any, to the said Building/ said Complex shall vest solely with the Company and/or its associate companies, its subsidiaries and they alone shall have sole right and absolute authority to deal with the same including their usage and manner/method of use, disposal etc., creation of rights in favour of any other person by way of sale, transfer, lease, joint venture, collaboration or any other mode including transfer to government, semi-government, any other person.
24. That the contents of said Apartment along with connected structural part of the building shall be insured against the fire, earthquake etc. by the Allottee(s) at his own cost. The Company after handing over the possession of a particular apartment shall in no way be responsible for safety, stability etc. of the structure.



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25. That the Allottee(s) agrees and undertakes to pay all Government rate, tax on land, municipal tax, property taxes, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the Said Complex/ Said Building / Said Apartment or land appurtenant thereto as the case may be as assessable or applicable from the date of the allotment. If the Said Apartment is assessed separately the Allottee(s) shall pay directly to the Governmental Authority and if the Said Apartment is not assessed separately then the same shall be paid on pro-rata basis and the determination of proportionate share by the Company and demand shall be final and binding on the Allottee(s).
26. That the Allottee(s) has paid part payment towards total Basic price of said Apartment along with applicable service tax at the time of application/booking, the receipt of which Company doth hereby acknowledge and the Allottee(s) agrees to pay the remaining price of the said Apartment along with all other charges, taxes and cesses, securities etc., as may be determined by the Company within the time and in the manner specified in payment schedule forming part of Apartment Buyers' Agreement.
27. That the Allottee(s) agrees and confirms that out of the total amount(s) paid/payable by the Allottee(s) for the Said Apartment and the Parking space(s), 5% of the total Basic Price of the said Apartment shall be treated as Earnest Money to ensure fulfillment of the terms and conditions as contained in the Application/Booking form and Apartment Buyers' Agreement. In the event, the Allottee(s) fails to perform any obligations or commit breach of any of the terms and conditions, mentioned in the Application and/or the Agreement including, but not limited to the occurrence of any event of default as stated in this Booking/Application form and/or the subsequent Agreement and failure of the Allottee(s) to sign and return the Agreement, in original, to the Company within 30 days of hand over/despatch of the Agreement, the Allottee(s) authorizes the Company to cancel the allotment and on such cancellation, the Allottee(s) authorizes the Company to forfeit the Earnest Money. Thereafter the Allottee(s) shall be left with no right, interest and lien on the Said Apartment/Said Complex. This is in addition to any other remedy/right, which the Company may have.
28. That the Allottee(s) shall make all payments and other charges and amounts, as may be demanded by the Company from time to time, without any reminders from the Company through 'A/c Payee Cheque(s) / demand draft(s) in favour of **'Saya Buildcon Consortium Pvt. Ltd.'** payable at **'Ghaziabad/Delhi'**.

The Allottee(s) understands and agrees to remit the due installments after deducting tax @ 1% as required under section 194 1A of the Income Tax Act, 1961 in case the sale consideration of said apartment is Rs.50.00 lacs or above. The Allottee(s) further agrees to submit the relevant TDS Certificate in respect of such TDS with the Company for necessary records.
29. That the Allottee(s) shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments/modifications, made thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property etc. and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligation under the Agreement. The Allottee(s) agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by RBI, the Allottee(s) alone shall be liable for any action under FEMA. The Allottee(s) shall keep the Company fully indemnified and harmless in this regard. The Company shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right in the booking/ allotment of the Said Apartment in any way and the Company shall issue the payment receipts in favour of the Allottee(s) only.
30. That the Allottee(s) agrees and authorizes the Company to adjust/appropriate all payments that shall be made by the Allottee(s) under any head(s) of dues against outstanding heads in Allottee(s) name and the Allottee(s) shall not have a right to object/demand/direct the Company to adjust the payments in any manner otherwise than as decided by the Company.
31. (i) That the Allottee(s) agrees that time is essence with respect to payment of total Basic Price and other additional charges, deposits and amounts payable by the Allottee(s) as per booking/application form and Apartment Buyers' Agreement and/or as demanded by the Company from time to time and also to



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perform/observe all the other obligations of the Allottee(s) under the Agreement. The Company is not under any obligation to send any reminders for payments to be made by the Allottee(s) as per the schedule of payments and for the payments to be made as per demand by the Company or other obligations to be performed by the Allottee(s).

The Allottee(s) also understands and agrees that payment received by the Company first of all shall be adjusted towards interest due, if any, and thereafter the remaining amount shall be adjusted towards principal amount of due installment. In case payment is not received within stipulated time frame or in the event of breach of any of the terms and conditions of the booking / agreement by the Said Allottee(s), the allotment may be cancelled by the Company. Although timely payment is the main essence of the allotment, however, there will be a grace period of ten days from the due date of payment and in case the delay exceeds more than ten days, interest @ 18% per annum shall be charged from the due date of installment (without considering the grace period). In event of prolonged delay, where cancellation could not be exercised by an omission or any other reason, in exceptional circumstances the Company may in its sole discretion condone the delay in receipts of payments by enhancing the total basic cost of the Said Apartment as per the prevailing rates or charging interest @ 18% per annum, whichever is higher.

- (ii) In case the intending Allottee(s) wants to avail the loan facility from his employer or any financial institution or any bank to facilitate the purchase of the Said Apartment, the Company shall facilitate the process subject to the following:
 - (a) The terms of the financing agency/bank shall exclusively be binding and applicable upon the Allottee(s).
 - (b) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule will be exclusively of the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per schedule shall be ensured by the Allottee(s), failing which, Allottee(s) shall be governed by the provisions contained in clause 31 (i) above.
- 32. That the Allottee(s) has seen and accepted the schedule of payments, tentative typical apartment plans, building plans, layout plans and tentative specifications. The Company may in its sole discretion or as may be directed by any Governmental Authority(ies) or due to Force Majeure conditions carry out, such additions, alterations, deletions and/or modifications in the apartment floor plans, building plans, floor plans, specifications etc. including but not limited to change in the position of Said Apartment, change in the number of Said Apartment, change in the area and/or change in the dimension of the Said Apartment at any time thereafter till the grant of completion certificate.
- 33. That the Allottee(s) understands that any alteration / modification as Company may deem fit or as directed by the competent authority(ies) resulting $\pm 3\%$ change in the Saleable area of the apartment, there will be no extra charge / claim by the Company and the Allottee(s) shall also not be entitled for any refund. However, any major alteration / modification resulting in more than $\pm 3\%$ change in Saleable area of the apartment, any time prior to and upon the possession of the apartment, the Company will intimate to the Allottee(s), in writing, about the changes and the consequent enhanced cost of apartment. The Allottee(s) has/have to pay such amount to the Company. The Allottee(s) has/have to give his/her/their consent or objection, in writing, within 30 days from the date of such notice. In case the Allottee(s) does not give consent or object for such change, the allotment may be cancelled and in such case the Company will refund the entire money received from the Allottee(s) without any deduction and the interest. No other claim of the Allottee(s) shall be considered in this regard. It shall always be clear that any alteration / modification resulting in more than $\pm 3\%$ change in the Saleable area of the apartment, the demand or refund shall be applicable for the entire area e.g. for a $\pm 4\%$ change the demand or refund shall be applicable for the total 4% area.
- 34. (i) That the Company based on its present plans and estimates and subject to all just exceptions endeavors to complete construction of the Said Building/Said Apartment within a period of **thirty six (36)** months from the date of Apartment Buyers' agreement unless there shall be delay or failure due to Force Majeure conditions or due to failure of the Allottee(s) to pay in time the Total Basic Price and other additional charges and dues/payments or any failure on the part of the Allottee(s) to abide by all or any of the terms and conditions of the booking / agreement.



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- (ii) If the possession of the said Apartment is delayed due to Force Majeure conditions, then the Company shall be entitled to extension of time for delivery of possession of said Apartment. The Company during the continuance of the Force Majeure, reserves the right to alter or vary the terms and conditions of the Agreement, the Allottee(s) agrees and consents that the Allottee(s) shall have no right to raise any claim, compensation of any nature, whatsoever for or with regard to such suspension.

The Allottee(s) agrees and understands that if the Force Majeure condition continues for a long period, then the Company alone in its own judgment and discretion may terminate the Agreement and in such case the only liability of the Company shall be to refund the amounts without any interest or compensation, whatsoever. The Allottee(s) agrees that the Allottee(s) shall have no right or claim of any nature whatsoever and the Company shall be released and discharged of all its obligations and liabilities under the Agreement.

- (iii) (a) If the Company is unable to construct/continue or complete the construction of the Said Building/said Complex due to Force Majeure conditions or due to any government/regulatory authority's action, inaction or omission, then the Company may challenge the same by moving the appropriate courts, tribunal(s) and/or authority. In such a situation the amount(s) paid by the Allottee(s) shall continue to remain with the Company and the Allottee(s) shall not have a right to terminate the Agreement and ask for refund of his money and the Agreement shall remain in abeyance till final determination by the court(s) / tribunal(s)/ authority(ies). However, the Allottee(s) may, if so desire, become a party along with the Company in such litigation to protect Allottee's rights, arising under the Agreement. In the event the Company succeeding in its challenge to the impugned legislation or rule, regulation, order or notification, as the case may be, it is hereby agreed that the Agreement shall stand revived and the Allottee(s) shall be liable to fulfill all obligations as provided in the Agreement. It is further agreed that in the event of the aforesaid challenge of the Company to the impugned legislation, order, rules, regulations, notifications, and the said legislation, order, rules, regulations, notifications become final, absolute and binding the Company will subject to provisions of law/court order, refund within reasonable time to the Allottee(s) the amounts received from the Allottee(s) without any interest or compensation and the decision of the Company in this regard shall be final and binding on the Allottee(s) save as otherwise provided herein, the Allottee(s) shall be left with no other right claim of whatsoever nature against the Company under or in relation to the Agreement.
- (b) That any delay on account of the authority for issuance of completion certificate shall not be considered as delay on account of the Company. The date of applying for completion certificate shall be presumed as the date of completion. The Company shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined up to the date of applying for the completion certificate only.
- (c) That the amenities like roads, electricity, sewerage and water supply shall be provided by the concerned authority GNIDA up to the boundary of Said Building/Said Complex. The Company will carry out all the above amenities within boundary of the Said Building/Said Complex i.e. internal development of the project. The delay in providing the above said facilities on part of the GNIDA/Authority concerned shall not be considered the delay on the part of the Company.

35. That the Said Complex/Said Building comprises of many towers/blocks. As soon as construction of a particular tower/block will be completed with all the basic amenities attached to that tower/block, the Company may apply for the completion certificate of such tower/block to the authority concerned and send Offer for Possession of the Said Apartments in that block to the Allottee(s). The construction of the remaining towers/blocks will be on-going and may take further time to reach till completion. The Allottees will have to take possession of Said Apartment as and when it will be offered to the Allottee(s) and the Allottee(s) shall not refuse/deny/deliberately delay the procedure of taking possession on account of delay in issuance of Completion Certificate by the authority concerned or due to on going construction in other towers/blocks or for any other reason, whatsoever. It is hereby cleared to the Allottee(s) that the Completion Certificate in part could also be applied for a particular tower/block of the project once the construction of such particular tower/block is completed, after depositing the requisite fee and obtaining NOC from all the concerned departments. Therefore the gap of time after applying for Completion Certificate and issuance of a Completion Certificate shall not be a reason for denial of taking possession by the Allottee(s).



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The construction is likely to be completed on + six months' fit out period. That the construction could be completed prior to the date given in the Agreement and in such a case Allottee(s) shall not refuse to take possession on any ground of whatsoever nature. The scheduled date for possession of Said Apartment specified in the Agreement is an assumption only and the construction could be completed prior to aforesaid date also.

That a written intimation for final fitments in apartments will be sent to the Allottee(s) and a Fit out Period of / will commence from the date of 'Offer for Possession'. The said fit-out-period is in order to facilitate the Allottee(s) to comply with the requisite formalities viz. obtaining NOC from the accounts department of the Company, registration of sub lease deed etc. The final touch i.e. installation of sanitary-ware, wash basin, kitchen sink, hardware accessories, final touch of paint etc. will be done during said fit-out-period and only after the registration of sub lease deed of the Said Apartment. The job of final fittings in the Said Apartment will take around 25 to 30 days' time.

36. The Allottee(s) understands and agrees that until a sub lease deed is executed and registered, the Company shall continue to be owner of the said Apartment as the allotment of said Apartment only shall not give any right or title or interest therein to the Allottee(s) even though all the payments have been received by the Company. It is further clarified that the Company is not constructing apartments as a contractor to the Allottee(s). On the other hand Company is constructing the said Complex as a Promoter on its own and the sale will be executed after the actual construction/finishing of the said Apartment by execution of sub lease deed. The Company shall have first lien and charge over the said Apartment for all its dues that may/become due and payable by the Allottee(s) to the Company.
37. Upon receiving Offer for Possession from the Company the Allottee(s) shall within the time stipulated by the Company take possession of the Said Apartment from the Company by executing sub lease deed, necessary indemnities, undertakings, maintenance agreements and such other documents s the Company may prescribe and by making all the payments to the Company of all charges/dues as specified in the Agreement and Company shall after satisfactory execution of such documents give possession of the Said Apartment to the Allottee(s), provided the Allottee(s) is not in breach of any terms of the booking / agreement. If the Allottee(s) fails to take the possession of Said Apartment, as aforesaid within the time limit prescribed by the Company in its notice, then the said Apartment shall be at the risk and cost of the Allottee(s) and the Company shall have no liability or concern thereof. Further it is agreed by the Allottee(s) that in the event of the Allottee's failure to take possession of the Said Apartment in the manner, as aforesaid, the Company shall have the option to cancel the Agreement and avail the remedies as are available in Law or the Company may without prejudice to its rights under any of the clauses of the Agreement and at its sole discretion, decide to condone the delay by the Allottee(s) in taking possession of the Said Apartment in the manner as stated in this clause on the condition that the Allottee(s) shall pay to the Company holding charges @ Rs.15/- per sq. ft. of the Saleable Area per month for any delay of full one month or any part thereof in taking possession of the Said Apartment for the entire period of delay. The Allottee(s) acknowledges that the charges stipulated above are just fair and reasonable which the Company will suffer on account of delay in taking possession of the Said Apartment to the Allottee(s). For the avoidance of any doubt it is clarified that these charges are in addition to maintenance or any other charges, as provided in the Agreement. Further the Allottee(s) agrees that in the event of the Allottee's failure to take possession of the Said Apartment within the time stipulated by the Company in its notice, the Allottee(s) shall have no right or claim in respect of any item of work in the Said Apartment, which the Allottee(s) may allege not to have been carried out or completed or in respect of any design specifications, building materials or any other reason completed or in respect of any design specifications, building materials or any other reasons whatsoever and the Allottee(s) shall be deemed to have been fully satisfied in all respects concerning construction and other work relating to Said Apartment/ Said Building/ Said Complex. The holding/waiting period shall have a limit of maximum six (6) months and thereafter allotment of Said Apartment shall stand automatically cancelled and in such cases no other claim except refund of amount paid (without any interest) as per terms and conditions of the Company shall be entertained. Further in case of home loan, refund will be processed in favour of the Allottee(s) after adjusting the amount due to bank first.



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38. That in case of any delay (except for Force Majeure clause and conditions as mentioned hereinabove by the Company in completion of construction of Said Apartment and the Allottee(s) not being in default/breach of the terms and conditions set out in Application/Apartment Buyers' Agreement, the Company shall pay to the Allottee(s) delayed possession charges @ Rs.15/- / Rs.17/- and Rs.30/- per month for the Saleable area of the Said Apartment for the delayed period up to 4 months/ more than 4 and up to 8 months and more than 8 months respectively (commencing after 36 months from the date of Agreement or such extended periods) provided that all due installments from the Allottee(s) were received in time. The Allottee(s) agrees and confirms that the compensation herein is a just and equitable estimate of the damages, which the Allottee(s) may suffer and the Allottee(s) agrees that it shall have no other right claims whatsoever. The adjustment of such compensation shall be done only at the time of execution of Sub Lease Deed of the Said Apartment to the Allottee(s) first named.
39. After the execution/registration of sub lease deed in his/her name(s), the Allottee(s) shall be considered as the owner(s) of the Said Apartment.

The final touch in the said Apartment shall be given only after the Allottee(s) confirmation that he has got the registration of sub lease deed in his favour. The start of final installations in Said Apartment shall be deemed as consent of the Allottee(s) to take physical possession of the Said Apartment and it shall be presumed that the keys of the Apartment were given for the final touch. The Allottee(s) will have to take over the keys back on the confirmed date and after that Company shall not be responsible for doing again any job in regard to the final touch. The monthly maintenance charges shall be payable by the Allottee(s) even if the keys of the Said Apartment were not taken back.

That in case the Allottee(s) approaches at the expiry of the fit-out period when the scope of 25-30 days for final touch is not left, the final touch will be given to the Said Apartment within said time of 25 to 30 days but the maintenance charges shall commence in accordance to the date given in the offer for possession.

40. In order to provide necessary maintenance services, upon the completion of the Said Building / Said Complex, the maintenance of the Said Building / Said Complex will be carried out by the Company or through its nominated Maintenance Agency. The Allottee(s) agrees to execute Maintenance Agreement with the Company or the Maintenance Agency or any other nominee/agency or other body/association of apartment owners, as may be appointed by the Company from time to time for the maintenance and upkeep of the Said Building / Said Complex. The Agreement shall not be deemed to be executed till the same is signed by all the parties. The Allottee(s) further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Agency from time to time, the Company reserves the right to change, modify, amend, impose additional conditions in the Maintenance Agreement at the time of its final execution. The Allottee(s) understands and agrees to pay the maintenance charges from the date of expiry of fit out period of six months or the date of taking physical possession of Said Apartment, whichever is earlier.

It is further specifically clarified that the draft Maintenance Agreement is merely an indicative Maintenance Agreement that is proposed to be entered into with the Allottee(s) for maintenance and upkeep of the said Building/Said Complex, however, if at any time after having taken over the said Building/said Complex, the Maintenance Agency/said Association of Apartment Owners/Condominium of Association decides to modify, alter, add, delete any one or more of the terms and conditions of the Maintenance Agreement, the Allottee(s) shall not have any objection to the same and shall execute the Maintenance Agreement as may be required by the Maintenance Agency or association of apartment owners or association of condominium or its nominees or assigns.

41. That at the time of handing over the maintenance of the complex to the RWA the following will be handed over to the RWA:
- (i) All the existing lifts, corridors, passages under and overhead water tanks, fire-fighting equipments with motor rooms; and



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- (ii) Single Point Distribution system with all liabilities, Gen-sets, Gates with intercom, lifts rooms at terrace and other area falling under the common area.

Note: All the un-sold spaces and areas (including unsold parking spaces), which are not falling the part of common area, shall continue to be the property of the Company and all rights are reserved with the Company for the said areas.

42. The Allottee(s) shall not use the said Apartment for any purpose other than for residential purpose; or use the same in a manner that may cause nuisance or annoyance to other apartment owners or residents of the Said Complex; or for any commercial or illegal or immoral purpose; or to do or cause anything to be done in or around the Said Apartment which tends to cause interference to any adjacent plot(s) / building(s) or in any manner interfere with the use of roads or amenities available for common use. The Allottee(s) shall indemnify the Company against any action, damages or loss due to misuse for which the Allottee(s) shall be solely responsible.
43. In addition to the Company's/Maintenance Agency's rights of unrestricted usage of all Common Areas and Facilities and the Parking Space(s) for providing necessary maintenance services, the Allottee(s) agrees to permit the Company or the Maintenance Agency to enter into the Said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to right any defect. Any refusal of the Allottee(s) to give such right to entry will be deemed to be a violation of the Agreement and the Company/Maintenance Agency shall be entitled to take such actions, as it may deem fit.
44. That the basement(s) and service areas, if any, as may be located within the Said Building /Said Complex, as the case may be, shall be earmarked by the Company to house services including but not limited to electric sub station, transformer, DG Set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipments etc. and other permitted uses as per zoning plans/building plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner, whatsoever and the same shall be reserved for use by the Company or the Maintenance Agency and its employees for rendering maintenance services. Any violation of this condition shall be a breach of the Agreement by the Allottee(s).
45. That the Company shall have all the rights over the roof top/terrace. The Company shall have the right to give on lease or hire any part of the roof top/terraces above the top floor, for any purpose, including installation and operation of antenna, satellite, dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes and the Allottee(s) shall not have a right to object or cause any hindrance to the same or make any claims on this account. The roof top/terrace shall always vest with the Company and the Company shall be the sole owner thereof.
46. That the Allottee(s) agrees and undertakes not to tamper with/disconcert, in any manner, the fire fighting equipments, fixtures and other necessary provisions made there for up to apartment level and in corridors & other common areas. The Allottee(s) further agrees that the Company or the Maintenance Agency shall in no case be held responsible for liable for any fire, electrical, pollution, structural or any kind of hazard originating from the said Apartment or other Apartments,/Common Areas of the said Building / said Complex. The Allottee(s) shall keep the Company and the Maintenance Agency indemnified and harmless against any loss or damage that may cause to the Company and/or the Maintenance Agency/other Apartment Owners or their family members or any other person or their properties in the said Building / said Complex.
47. That the Allottee(s) shall, after taking possession be solely responsible to maintain the said Apartment at the Allottee's cost, in a good and tenantable condition and shall not do or suffer to be done anything in or to the said Building / said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound, which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belongings thereof, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Building is not in any way damaged or jeopardized. The Allottee(s) further undertakes, assures and guarantees that Allottee(s) would not put any sign-board / name plate, neon-light,



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publicity material or advertisement material etc. on the face / façade/ corridors/ passages and common areas of the Said Building or anywhere on the exterior of the Said Building. The Allottee(s) shall also not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the Said Apartment, place any heavy material in the common passages/staircases of the Said Building or use Balcony walls for drying clothes etc. Further the Allottee(s) shall not store any material viz. racks, pots, household materials, furniture etc. in the passages, corridors, staircase or any other common areas of the Said Building /Said Complex. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Said Apartment. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company. The non-observance of the provisions of this clause shall entitle the Company or the Maintenance Agency to enter the Said Apartment, if necessary and remove all non-conforming fittings and fixtures at the cost and expenses of the Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

48. The Allottee(s) and the family members have right to visit and inspect the Said Apartment during the course of construction but while using/exercising this right, the Company shall not be held liable for any loss / cost / damages or any other expenses caused due to such visit, if any, on account of accident that may occur at the time of inspection during constructions or after construction by the Allottee(s) or any person accompanying him/her.
49. The Allottee(s) will enter into Apartment Buyers' Agreement for allotment of a residential apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Said Complex. The Allottee(s) hereby undertakes to comply with and carry out, from time to time, after taking possession of Said Apartment all the requirements, requisitions, demands and repairs which are required by the development authority/municipal authority/Government or any other Governmental Authority in respect of Said Apartment / Said Building at his/her own cost and keep the Company indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
50. The Company shall have the right to make, any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold apartment(s) within the Said Building and the Allottee(s) shall have no right to raise objections or make any claims on this account.
51. That Allottee(s) understands and agrees that the existing layout Plans and maps approved by the GNIDA are as per the prevailing Building Byelaws of the GNIDA based on 2.75 FAR (Floor Area Ratio) of the Residential plot area which comprises of fixed numbers of the apartments/apartments in proportionate to the population density i.e. 1650 P.P.H. Further that 0.75 Purchasable FAR + 0.1375 FAR for Green Building in respect of Residential Plot Area is being applied for approval to the GNIDA and the same as and when approved by the authority, Company may purchase the said FAR. For the Metro 0.5 FAR as per the norms of GNIDA is applicable and furthermore 10% of the above mentioned total FAR is compoundable. Accordingly the number of dwelling units and population density may increase to which no further individual consent from the Allottees will be required in terms of U. P. Apartment Act, 2010 or any other applicable law.

The Allottee(s) agrees and understands that if the FAR (Floor Area Ratio) is increased beyond the current applicable FAR of 2.75 by the Government Authority, the Company shall have the exclusive right and ownership on the additional FAR beyond the current applicable FAR. The Company shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings in the Said Complex as per the approvals granted by the Governmental Authorities. The Allottee(s) further agrees and confirms that on such additional construction by use of additional FAR, the additional construction shall be the sole property of the Company, which the Company shall be entitled to dispose off in any manner it chooses without any interference from the Allottee(s). The Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Said Complex. The Allottee(s) acknowledges that the Allottee(s) has not made any payment towards the additional FAR and shall have no objection to any of such construction activities carried on the said Building / Said Complex.



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That the Allottee(s) acknowledges and accepts that the Company has full right and also Allottee's consent under the U. P. Apartment Act, 2010 to continue construction and/or to construct further floors on the top of now existing top floors or in any other area, if permitted by the GNIDA/concerned authority as per their new policy/guidelines etc. issued from time to time and such newly constructed floors/areas shall solely belong to the Company. It is further understood and accepted by the Allottee(s) that by virtue of such new construction(s) there shall be no change in the sale price and/or the area sold, any further.

52. The Company shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge / securitization of receivables or in any other mode or manner by charge/mortgage of the Said Apartment / Said Building / Said Complex / Said Land subject to the condition that the Said Apartment shall be free from all encumbrances at the time of execution of Sub Lease Deed. The Company / Financial Institution/bank, as the case may be, may always have the first lien / charge on the Said 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 construction of the Said Building / Said Complex.
53. The Allottee(s) agrees that no lien or encumbrance shall arise against the Said Apartment as a result of this booking or any money deposited hereunder by the Allottee(s). In furtherance and not in derogation of the provisions of the preceding sentence the Allottee(s) agrees that the provisions of this booking are and shall continue to be subject and subordinate to the lien of any mortgage heretofore and hereafter made/created by the Company and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title of Said Apartment or excuse the Allottee(s) from completing the payment of the price of the Said Apartment or performing all the Allottee's other obligations hereunder or be the basis of any claim against or liability of the Company provided that at the time of the execution of the Sub Lease Deed the Said Apartment shall be free and clear of all encumbrances, lien and charges whatsoever. In case of the Allottee(s) who have opted for long term payment plan arrangement with any financial institution / banks the Sub Lease Deed of the Apartment in favour of the Allottee(s) shall be executed only on the Company's receiving no objection certificate from such financial institution / banks.
54. That the Allottee(s) agrees that the Company shall have the first charge / lien on the Said Apartment/Parking Space(s) for the recovery of all its dues payable by the Allottee(s) and such other payments as may be demanded by the Company from time to time. Further the Allottees) agrees that in the event of his/her failure to pay such dues as afore-stated, the Company will be entitled to enforce the charge/lien by selling the Said Apartment to recover and receive the outstanding dues out of the sale proceeds thereof.
55. The Allottee(s) may obtain finance from any financial institution/bank or any other source but the Allottee(s) obligation to purchase the Said Apartment pursuant to the Agreement is not to be contingent on the Allottee(s) ability or competency to obtain such financing and the Allottee(s) will remain bound whether or not the Allottee(s) has been able to obtain financing for the purchase of the Said Apartment.
56. Forwarding/Hand-over of the Agreement to the Allottee(s) by the Company does not create a binding obligation on the part of the Company or the Allottee(s) until the Allottee(s) signs and delivers the Agreement with all the annexure along with the payments due as stipulated in the schedule of payments. If the Allottee(s) fails to execute and deliver to the Company the Agreement within 30 (thirty) days from the date of its hand over/dispatch by the Company, then the Application of the Allottee(s) shall be treated as cancelled and the Earnest Money paid by the Allottee(s) shall stand forfeited. Upon such termination neither party shall have any further rights, obligations or liabilities against the other.
57. That the Allottee(s) agrees and confirms that any rights on the said Apartment are not assignable to any third party till payment of 40% of the total Basic Price of said Apartment is received by the Company. However, after payment of 40% of the total Basic Price of said Apartment, the Company may in its sole discretion, subject to applicable laws



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and notifications or any Government Authority(ies)/its agency/body directions as may be in force, upon receiving a written request from the Allottee(s), permit only ONCE the Allottee(s) to get the name of his/her nominee substituted, added, deleted in his/her place subject to such terms and conditions as the Company may impose. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination(s)/transfer/assignment.

58. The Allottee(s) agrees that the Apartment Buyers' Agreement including the preamble along with its annexure and the terms and conditions contained in the said Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, correspondences, arrangements whether written or oral, if any, between the parties hereto. The terms and conditions of the Application shall continue to be binding on the Alottee(s) save and except in case where the terms and conditions of the Application are at variance with the terms and conditions of the Agreement in which case the terms and conditions of the Agreement shall prevail and shall supersede. The Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate agreement duly signed by and between the parties.
59. (i) The Alottee(s) agrees and understands that terms and conditions of the Agreement may be modified /amended by the Company in accordance with any direction / order of any Court of Law, Governmental Authority, in compliance with applicable law and such amendment must be binding on the Allottee(s).
- (ii) The Allottee(s) further understands that the Maintenance Agreement, to acquaint the Allottee(s) with the terms and conditions as may be stipulated as and when it is finally executed at the appropriate time, will be notified by the Company.

The Company further reserves the right to correct, modify, amend or change all the annexures attached to the Apartment Buyers' Agreement and also annexure, which are indicated to be tentative at any time prior to the execution of the Sub Lease Deed of the Said Apartment.

60. The Allottee(s) agrees that the provisions of the Apartment Buyers' Agreement, Maintenance Agreement, and those contained in other annexure are specific and applicable to apartments offered for sale in the Said Complex and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceeding before any court(s), Commission, User Disputes Redressal Forum(s) or any other judicial forum involving any other apartment(s)/building(s)/project(s) of the Company, its associates/subsidiaries, partnership firms in which the Company is partner or interested in any manner.
61. All the provisions contained herein and the obligations arising hereunder in respect of the Said Apartment/Said Building / Said Complex shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchaser(s)/assignees of the Said Apartment, as the said obligations go along with the Said Apartment for all intents and purposes.
62. That Allottee(s) agree that without prejudice to the rights/remedies available to the Company :-
- (i) It may, at its sole option and discretion, waive in writing the breach by the Allottee(s) of not making payments as per the schedule of payments but on the condition that the Allottee(s) shall pay to the Company interest which shall be charged @ 18% p.a. from the due date. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Company in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the Company to exercise such discretion in the case of other Allottee(s).
- (ii) Failure on the part of the Company to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.



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63. The Company shall have right to join as an affected party in any suit/complaint filed before any appropriate court by the Allottee(s) if the Company's rights under the Apartment Buyers' Agreement are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. The Allottee(s) agrees to keep the Company fully informed at all times in this regard.
64. The Allottee(s) hereby covenants with the Company to pay from time to time and at all the times amounts which the Allottee(s) is liable to pay under the Agreement and to observe and perform all the covenants and conditions contained in the Agreement and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against any loss/liabilities or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of any of the covenants and conditions stipulated in the Apartment Buyers' Agreement. This will be in addition to any other remedy provided in the Agreement and/or available in Law.
65. The Allottee(s) shall bear in its own expenses including commission or brokerage to any person for services rendered by such person to the Allottee(s) whether in or outside India for acquiring the Said Apartment. The Company shall in no way whatsoever be responsible or liable for such payment, commission or brokerage or the Allottee(s) will have any right to deduct such charges from the Total basic cost and other charges payable to the Company for the Said Apartment. Further, the Allottee(s) shall indemnify and hold the Company free and harmless from and against any or all liabilities and expenses in this connection.
66. The Allottee(s) agrees that the persons to whom the Said Apartment is let, transferred, assigned or given possession shall execute, acknowledge and deliver to the Company such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Company may reasonably request in order to effectuate the provisions of the Apartment Buyers' Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
67. All notices to be served on the Allottee(s), shall be deemed to have been duly served if sent to the Allottee(s) at his address notified in the Application/ Agreement. It shall be the duty of the Allottee(s) to inform the Company of any change subsequent to the execution of the Agreement in the above address by Registered Post failing which all communications and letters posted at the notified address shall be deemed to have been received by the Said Allottee(s).
68. (i) In case there are joint Allottee(s) all communications shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by the Allottee(s) which shall for all intents and purposes be considered as properly served on all the Allottees.
- (ii) That the Allottee and the Joint-Allottee(s), if any, will have equal shares in the said Apartment and in case of death of any of them, the booking / Apartment Buyers' Agreement will remain valid only after the remaining Allottee(s) provide to the Company a certificate regarding the legal heirs of the deceased from an appropriate authority and a 'No Objection Certificate' from the bank/financial institution in the case where Allottee(s) have availed home loan. Similarly in a divorce case or where a dispute arises between the Allottee(s) and the Joint-Allottee(s), booking will continue only after providing consent in writing by both of them apart from No Objection Certificate from the bank/financial institution in case of remittance through home loan. The interest over the delayed payment shall be charged and the dispute whatsoever shall not give any effect to that.
69. That the Allottee(s) agrees that all defaults, breaches and/or non-compliance of any of the terms and conditions of the Apartment Buyers' Agreement shall be deemed to be events of defaults liable for consequences stipulated herein. Some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive.
- i) Failure to make payments within the time as stipulated in the schedule of payments and failure to pay the stamp duty, legal, registration, any incidental charges, taxes etc. as may be demanded or notified by the Company to the Allottee(s) under the terms of the booking and all other defaults of similar nature;

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- ii) Failure to perform and observe any or all of the Allottee's obligations or in case the Allottee(s) fails to execute any other deed/document/undertaking/indemnities etc. or to perform any other obligation, if any, set forth in any other agreement with the Company in relation to the Said Apartment;
- iii) Failure to take possession of the Said Apartment within the time stipulated by Company;
- iv) Failure to execute Sub Lease Deed within the time stipulated by the Company in its notice;
- v) Failure to execute Maintenance Agreement and/or to pay on or before its due date the Maintenance Charges; maintenance security deposit, deposits/charges for bulk supply of electrical energy or any increased in respect thereof, as demanded by the Company, its nominee, Other Body or Association of Apartment Owners/Association of Condominium, as the case may be;
- vi) Assignment of the Agreement or any interest of the Allottee(s) in the Agreement without prior written consent of the Company;
- vii) Dishonour of any cheque(s) given by the Allottee(s) for any reason, whatsoever;
- viii) Sale/transfer/disposal of/dealing with, in any manner of the Parking Space independent of the Said Apartment or usage of the Parking space(s) other than parking his/her vehicle;
- ix) Any other acts, deeds or things which the Allottee(s) may commit, omit or fail to perform in terms of the Agreement, any other undertaking, affidavit/agreement/indemnity etc. or as demanded by the Company which in the opinion of the Company amounts to an event of default and the Allottee(s) agrees and confirms that the decision of the Company in this regard shall be final and binding on the Allottee(s);

Upon the occurrence of any one or more of event(s) of defaults, including but not limited to those specified above, the Company may in its sole discretion by notice to the Allottee(s) cancel the Agreement by giving in writing 30 (thirty) days from the date of issue of notice to rectify the default as specified in that notice. In default of the above, the Agreement shall stand cancelled without any further notice. If the default is not rectified within such thirty (30) days, the Agreement shall stand cancelled without any further notice or intimation and the Company shall have the right to retain the Earnest Money along with interest on delayed payments, any interest paid, due or payable. The Allottee(s) acknowledges that upon such cancellation of the Agreement, the Allottee(s) shall have no right or interest on the said Apartment and the Company shall be discharged of all liabilities and obligations under the Agreement and the Company shall have the right to sell or deal with the said Apartment and the Parking space(s) in the manner in which it may deem fit as if the Agreement had never been executed. The refund, if any, shall be made by the Company only after realizing amount on further sale/resale to any other party and without any interest or compensation whatsoever to the Allottee(s). This will be without prejudice to any other remedies and rights of the Company to claim other liquidated damages which the Company might have suffered due to such breach committed by the Allottee(s).

70. All or any disputes arising out or touching upon or in relation to the terms and conditions of the Application/Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Indrapuram, Ghaziabad (U.P.) by a sole arbitrator, who shall be appointed by the Company and whose decision shall be final and binding upon the parties. The Allottee(s) hereby confirms that the Allottee(s) shall have no objection to this appointment by the Company even if the person so appointed as the arbitrator is an employee or advocate of the Company or otherwise is connected to the Company and the Allottee(s) confirms that notwithstanding such relationship/connection, the Allottee(s) shall have no doubts as to the independence or impartiality of the sole arbitrator, appointed by the Company. It is understood that no other person or authority shall have the power to appoint the arbitrator. The High Court of Allahabad and the courts subordinate to it alone shall have the jurisdiction in all matters arising out of or touching and/or concerning this booking and subsequent allotment of said Apartment.



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