

AMADEUS

APPLICATION FORM



SAHA Infratech Pvt. Ltd.

301, Matrix Tower
B-4, Sector-132,
Expressway,
Noida.

Application Number

Application Date _____

Dear Sir/ s,

I wish to tender my expression of interest for the provisional allotment of Residential Flat ("Unit") tentatively admeasuring Sq. Ft. (..... Sq. Mtrs.) Super Built-Up Area in your Group Housing Project namely **AMADEUS**.

I herewith tender ₹ (₹)

Vide Cheque/ Pay Order/ Demand Draft/ RTGS no. dated drawn on (Name of Bank). Additionally, Service Tax @ 3.708% is being paid alongwith.

I/ We have also deposited 1% TDS (Tax Deduction at Source) in the Company's PAN A/c number.

I understand and agree that this application is a mere request for provisional allotment and the same does not constitute or create any Right, Title or Interest whatsoever in my favour in respect of the Unit applied for, notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this Application. In the event the Unit is allotted to me, I agree to pay all installments and all other dues, charges and taxes including any enhancement or fresh incidence of tax in terms of the Payment Plan opted, as stipulated in this application or as may be required by law or demanded by the Company in future.

I understand and agree that by submitting this Application, I do not become entitled to the final allotment of Unit in the aforementioned Project and the allotment shall be confirmed only after signing of Flat Buyer's Agreement. I shall, in addition, sign and execute all necessary documents including but not limited to affidavits, undertakings, Flat Buyer's Agreement and unequivocally agree to abide by the terms and conditions laid down therein. If, however, I fail to execute the necessary documents/ affidavits, receipts etc. including the Standard Flat Buyer's Agreement, to confirm the allotment, within the stipulated time, then this Application may be treated as cancelled at the sole discretion of the Company. If the Company cancels this application, then on such cancellation, the booking amount along with any other amounts of non-refundable nature (as defined in the Terms and Conditions enclosed), paid by me shall stand forfeited. If for any reason whatsoever, the Company is not in a position to confirm and finally allot a Unit in the upcoming Project the Company shall refund the amount deposited by me without any interest. I understand and agree that the Company shall have no other liability of any kind whatsoever except to the refund of this amount.

I am tendering this Application with the full knowledge that the Company along with its associate/ subsidiary/ group companies is in the process of developing the said Project and shall confirm the allotment of Unit in due course of time, subject to availability.

I acknowledge and confirm that the Company has provided all information, clarifications and documents in relation to the upcoming Project as was demanded by me and that I am fully satisfied with the same but I have relied on my own judgment and investigation in deciding to apply for provisional allotment of the said Unit in the upcoming Project. I have not relied upon and/ or been influenced by any architect's plans, advertisements, brochures, sample apartments, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by the Company, or brokers or otherwise including but not limited to any representations relating to the description or physical condition of the upcoming Project and/ or the Unit sought to be allotted in the said Project. Further, the Terms and Conditions contained herein are self-explanatory and complete in all respects and nothing except stated herein shall be considered to be part of this Application.

I have read, clearly understood and agreed to abide by the Terms and Conditions enclosed with this Application, including those relating to payment of Sale Consideration and other charges including delayed payment charges, forfeiture of the Earnest Money and deduction of any interest amount, due or payable, and/ or any other amount of non-refundable nature, etc. as laid down in this application and its attachments.

Notwithstanding anything contained herein, I understand and agree that the validity of this application shall be subject to realisation of the amount tendered by me with this application.

*Any reference in this application form to the singular, i.e., "I/ Me/ My" includes the plural, i.e., "We/ Our/ Us" in case of more than one Applicant.

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1ST CO-APPLICANT

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2ND CO-APPLICANT

(STARRED POINTS ARE MANDATORY, TO BE FILLED UP BY THE APPLICANT(S), INCOMPLETE FORM SHALL BE REJECTED)

1. SOLE OR FIRST APPLICANT



* **Applicant name** Mr./ Mrs./ Ms./ M/s _____

* **S/ W/ D of** _____

* **Date of Birth/ Incorporation** _____ **Nationality** _____

In case the Applicant is a Company, are the majority shares of the Company held by Indian Citizen/ National/ PIO: Yes () No ()

Occupation: Service () Professional () Business ()
Student () Housewife () Any other _____

Residential Status: Resident () NRI* () PIO* ()
Others (please specify) _____

***Current country of residence** _____

***Principal Bank A/c no. held in the country of residence** _____

Marital Status: Married () Single ()

***Income Tax Permanent Account No. (PAN)** _____

(In case of Non-Residents and FNIOs, please attach Passport/ PIO Copy)

***Mailing Address** _____

_____ PIN _____

***Tel. No.** _____ ***Mobile** _____

***E-mail** _____

***Office Name & Address** _____

_____ PIN _____

***Tel. No.** _____ ***Fax** _____

***Mobile** _____ ***E-Mail** _____

***Permanent Address** (If different from Mailing Address Above) _____

_____ PIN _____

***Tel. No.** _____ ***Mobile** _____

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2. SECOND/ JOINT APPLICANT (IF ANY)



* Applicant name Mr./ Mrs./ Ms./ M/s _____

* S/ W/ D of _____

* Date of Birth/ Incorporation _____ Nationality _____

Occupation: Service () Professional () Business ()
Student () Housewife () Any other _____

Residential Status: Resident () NRI* () PIO* ()
Others (please specify) _____

*Current country of residence _____

*Principal Bank A/c no. held in the country of residence _____

Marital Status: Married () Single ()

*Income Tax Permanent Account No. (PAN) _____
(In case of Non-Residents and FNIOs, please attach Passport/ PIO Copy)

*Mailing Address _____

_____ PIN _____

*Tel. No. _____ *Mobile _____

*E-mail _____

*Office Name & Address _____

_____ PIN _____

*Tel. No. _____ Fax _____

*Mobile _____ *E-Mail _____

*Permanent Address (If different from Mailing Address Above) _____

_____ PIN _____

*Tel. No. _____ *Mobile _____

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3. THIRD/ JOINT APPLICANT (IF ANY)



* Applicant name Mr./ Mrs./ Ms./ M/s _____

* S/ W/ D of _____

* Date of Birth/ Incorporation _____ Nationality _____

Occupation: Service () Professional () Business ()

Student () Housewife () Any other _____

Residential Status: Resident () NRI* () PIO* ()

Others (please specify) _____

*Current country of residence _____

*Principal Bank A/c no. held in the country of residence _____

Marital Status: Married () Single ()

*Income Tax Permanent Account No. (PAN) _____

(In case of Non-Residents and FNIOs, please attach Passport/ PIO Copy)

*Mailing Address _____

_____ PIN _____

*Tel. No. _____ *Mobile _____

*E-mail _____

*Office Name & Address _____

_____ PIN _____

*Tel. No. _____ Fax _____

*Mobile _____ *E-Mail _____

*Permanent Address (If different from Mailing Address Above) _____

_____ PIN _____

*Tel. No. _____ *Mobile _____

(FOR ADDITIONAL APPLICANT, USE SEPARATE SHEET)

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4. FLAT/ UNIT AT AMADEUS, BLOSSOM ZEST, GH-02, SECTOR-143, NOIDA (UTTAR PRADESH):

Type 3 BHK _____ 4 BHK _____

Unit No. _____ Floor No. _____ Tower _____

Super Built-Up Area Sq. Ft. _____ Sq. Mtrs. (approx.) _____

A. Basic Sale Price ₹ _____ per Sq. Ft. calculated on Super Built-Up Area

B. Additional Charges _____

C. All units will attract one or more Preferential Location Charges ("PLC") as applicable due to their locational advantages as per the table below:

Preferential locational Charges

- Floors 1-4 ₹ 200/ Sq. Ft.
- Floors 5-8 ₹ 150/ Sq. Ft.
- Floors 24 and above ₹ 200/ Sq. Ft.
- Total price payable for PLC ₹ _____

D. Car Parking Allotment Charges: ₹ 6,00,000/- (Two Mandatory Car Parking Spaces)

E. Power Back-Up Charges: @ ₹ 15,000/- per kVA (15 kVA for Unit A, 12 kVA for Unit B, and 10 kVA for Unit C)

F. Internal Development Charges: @ ₹ 100/- per Sq. Ft.

G. One Time Lease Rent approx.: @ ₹ 120/- per Sq. Ft.

H. Interest Free Maintenance Deposit: @ ₹ 100/- per Sq. Ft.

I. Stamp Duty (registration charges): Extra as applicable

J. Building Insurance

NOTES:

- Terrace/ Dedicated green area will be charged @ 50% of Basic Sales Price (BSP).
- Service Tax would be charged extra as applicable.
- Lease Rent is tentative and would be charged as per actual.
- Extra parking space would be subject to availability.

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TERMS AND CONDITIONS

A. Nature of these Terms and Conditions.

1. The Terms and Conditions given below have been thoroughly read, discussed and understood and agreed between the Applicant(s) and the Company and shall remain binding and enforceable on the parties in terms hereof. The said Terms and Conditions are the agreed Terms and Conditions of the broad content of the Terms and Conditions as will be more comprehensively and elaborately set out in the Flat Buyer's Agreement available at the Company's Customer Care Center, and which shall only supersede these Terms and Conditions on its execution.
2. These Terms and Conditions are applicable and irrevocable for the provisional allotment of a Residential Flat ("Unit") in Group Housing Project spread over multiple towers consisting of multiple levels/ flats, complete in all respects with reference to civil finishes, electrical power up to the distribution panels, elevators and power back-up, by SAHA Infratech Pvt. Ltd. in Sector-143, Noida ("Project").

B. Verification and Sufficiency of Title to the Flat/ Unit.

1. The Applicant(s) has tendered this Application for provisional allotment of a Residential "Unit" in the Project after conducting independent due diligence with full knowledge of and subject to all the laws/ notifications and rules applicable to this area in general and this Project in particular, including the limitations and obligations of the Company in relation to or in connection with the development/ construction of a Residential Unit on the land on which the said Project is being developed which have been understood by him/ her.
2. The Applicant(s) has satisfied himself/ herself that M/s. SAHA Infratech Pvt. Ltd., a Company incorporated under the *Companies Act 1956*, having its registered office at N-101, B-Block, Munshilal Building, Connaught Circus, New Delhi, alongwith its associate/ group companies and collaborating parties are developing and constructing 65,031.58 Sq. Mt. (7,00,000 Sq. Ft.) area under *Joint Development Agreement* with M/s. Logix City Developers Pvt. Ltd. situated in Blossom Zest, GH-02, Sector-143, Noida ("Said Land") and is sufficiently entitled to develop, sell and deal with the said Project proposed to be constructed on the said land in respect of which Noida Authority, the Lessor, has executed Lease Deed in favour of M/s. Logix City Developers Pvt. Ltd. as registered with sub Registrar, NOIDA, as Document No. 4971 on 8/06/2011, in Book No.1, Volume No. 2537, on Page Nos. 251 to 286. The Confirming party has authorised **M/s. SAHA Infratech Pvt. Ltd.** ("Company"), to develop/ construct the said Project on the said land and to sell, market, deal, negotiate, sign and execute Agreement, Conveyance Deed etc. with the Applicant(s)/ prospective purchasers/ buyers at the rates and Terms and Conditions to be determined in its sole discretion and also to receive all payments and issue receipts thereof in its own name.
3. The Applicant(s) has represented and acknowledged that he/ she has inspected the relevant documents/ papers and done due diligence and is fully satisfied with the Right, Title and Interest of the Owners/ Licensee/ Joint Developer to the Said Land and has understood all limitations and obligations of the Owners/ Licensee/ Joint Developer in respect thereof. The Applicant(s) undertakes not to hereinafter raise objections with respect to the Owners/ Licensee/ Developer's Right/ Title/ Interest in the Said Land and rights to sell and develop.
4. The Applicant(s) has tendered this Application for provisional allotment of a Unit in the Project based upon his own due diligence and without relying on any alleged representations and assurances of the Company or any of its representatives or agents or brokers and with full cognisance of the fact that the Company cannot provide oral representations and assurances, and has agreed to purchase the Unit from the Company on as is where is basis (*which shall refer not only to the physical condition of the Said Land and Unit, their contents/ inclusions at the time of this sale, but also to the condition of the Title or other evidence of ownership and the extent and state of whatever Rights, Interests and participation over Said Land and Unit with the Company at the time of the Sale*) without any recourse to warranties implied in terms hereof. The applicant has studied the market and available products and taken a conscious decision to apply for a Unit in the project **Amadeus**.
5. That the Applicant(s) understands and agrees that the allotment of the Unit shall be made by the Company on priority basis, i.e., on first-come-first

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serve basis, subject to receipt of full booking amount and scrutiny of the Application Form for provisional allotment. The Applicant(s) further understands and agrees that subject to the Conditions mentioned herein, if the Applicant(s) has indicated any preference for the allotment of a Unit on any particular floor and/ or location, the allotment shall be made by the Company subject to the availability of the Unit in accordance with the preference indicated by the Applicant(s).

6. That in case, the Applicant(s) has booked the Unit through a broker, the broker alone shall be responsible for any representations/ promises/ commitments made by such broker to the Applicant(s), save and except as mentioned herein, and the Applicant(s) agrees that the Company shall not be responsible for any such representations/ promises and/ or commitments made by a broker to the Applicant(s).

C. Flat Buyer's Agreement, Consideration and Payment Obligations, Ownership Rights.

1. The Applicant(s) shall execute a Flat Buyer's Agreement with the Company within 30 days from the date of dispatch of such Agreement through registered post by the Company along with the affidavits, declarations and undertakings contained therein. If the Applicant(s) fails to execute and deliver the Flat Buyer's Agreement to the Company within aforesaid stipulated period, then the allotment of the Applicant(s) shall be treated as cancelled and the Earnest Money and Non Refundable Amount (as defined hereinafter) paid by the Applicant(s) shall stand forfeited.
2. The Applicant(s) shall pay the Total Sale Consideration for the Unit and other charges calculated by the Company on the basis of the *Super Built-Up Area, which shall be the sum of foot print of the covered area of each Flat/ Unit, (including balconies, verandahs, and terraces), and pro-rated share of staircases, lift shafts, common areas, walk ways, elevation features, overhead water tanks, underground water tanks, water bodies, rainwater harvesting pits, the common areas in the Project including designed hard scapes and proportionate share of the other common facilities.* The calculation of the Super Built-Up Area of the Unit shall be more elaborately defined in the Flat Buyer's Agreement and the Applicant(s) affirms to be bound by the same. In addition, though not forming a part of the computation of Super Built-Up Area for which price is charged, the Applicant(s) shall be entitled to undivided proportionate share of the land beneath the building/ tower in which the Unit is located. The Applicant(s) confirms and represents that the Company has not indicated/ promised/ represented/ given any impression of any kind in an explicit or implicit manner whatsoever that the Applicant(s) shall have any Right or Title of any kind whatsoever, in any land, buildings, common areas, recreational and sporting facilities (if any) and common amenities, save and except as mentioned herein.
3. The Applicant(s) agrees that reserved car parking space, if allotted, is an integral part of the Unit and cannot be sold or dealt with independent of the Unit. All clauses of this application and Flat Buyer's Agreement pertaining to allotment, possession, cancellation etc. shall apply *mutatis mutandis* to the said reserved parking space, wherever is applicable. However, the Applicant(s) shall be entitled to apply for additional car parking spaces, subject to availability, upon payment of allotment charges, to be determined by the Company in its sole discretion. It is made clear to the Applicant(s) that the price of the Unit is exclusive of reserved car parking space, if allotted to him/ her for his/ her exclusive use. The Applicant(s) agrees that all such reserved car parking spaces allotted to the occupants shall not form a part of common areas of the project for the purpose of the declaration, which may be filed by the Company under the *UP Apartment Act*.
4. The Applicant(s) understands that all Units in the Project attract Preferential Location Charges ("*PLC*") for their location including but not limiting to Park-Facing, Corner Flat/ Unit, and Club-Facing etc. as more specifically defined in the *Schedule of Payment*. The Applicant understands that a Unit may attract more than one PLC depending upon its locational advantage and the Applicant(s) undertakes to pay such Preferential Location Charges without any demur or protest, should a unit provisionally allotted to him attracts more than one PLC.
5. That 15% of the Total Sale Consideration shall constitute "*Earnest Money*". The Applicant(s) agrees and undertakes to make payment of Total Sale Consideration including, but not limited to, Basic Sale Price ("*BSP*"), Development Charges ("*DC*") including *EDC/ IDC*, Preferential Location Charges ("*PLC*"), Electrification Charges ("*EC*"), Club Membership Charges ("*CMC*"), Utility Connection Charges ("*UCC*"), or any other charges as per the demands raised by the Company from time to time in respect to the Unit. The Applicant(s) further agrees and undertakes to pay directly, or if paid by the Company, then reimburse to the Company, on demand any Municipal Tax, Property Tax, Service Tax, VAT, Labour Cess, Enhanced *EDC/ IDC/ IAC/ DC*, or any tax/ charges including any Fresh Incidence of Tax or compensation as maybe levied by the Government of Uttar Pradesh/ Competent Authority/

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Central Government, retrospectively or prospectively. If such charges are increased (with retrospective effect) after the Conveyance/ Sale Deed has been executed, then these charges shall be treated as unpaid Sale Price of the Unit and the Company shall have a *lien* on the Unit of the Applicant(s) for the recovery of such charges.

6. The Applicant(s) agrees that if the Government/ Concerned Authority imposes any charges in respect of any other facilities as may be required or specified by the Government or Noida Authority, the same shall be payable by the Applicant(s) proportionate to his share in the development as and when demanded by the Company.
7. The Applicant(s) further understands and agrees that in case the Applicant(s) fails to make payment of the amount against the first demand raised by the Company after booking of the Unit then in such event his offer for booking in respect of said Unit shall be cancelled and the amount deposited by the Applicant(s) at the time booking shall be forfeited. The Applicant(s) undertakes that he shall not raise any dispute or claim of any nature whatsoever in this regard.
8. The Applicant(s) shall pay, as and when demanded by the Company, the Stamp Duty, Registration, any other incidental or ancillary charges and legal expenses for execution and registration of the Conveyance/ Sale Deed of the Unit in favour of the Applicant(s), which shall be executed and registered upon receipt of the Total Sale Consideration, other dues and charges and expenses as may be payable or demanded from the Applicant(s) in respect of the Unit allotted to him/ her/ them.
9. Timely payment of installments as per the Payment Plan shall be the essence of this transaction. It shall be incumbent on the Applicant(s) to comply with the terms of payment and other Terms and Conditions of allotment. The Applicant(s) acknowledges failure to adhere to the payment schedule and failure to make full and timely payment impacts the Company's ability to fulfill its reciprocal promises and obligations to the Applicant(s) and other customers and consequently prejudicially affect as well as results in the waiver and extinguishment of the Applicant's Rights under these Terms and Conditions and the Flat Buyer's Agreement, including but not limited to the Right to Claim any Compensation for delay in handing over possession of the Unit, the Right to Require the Company to perform any of its obligations within a given time frame and the cancellation of allotment amongst other rights. Accordingly, in the event that the Applicant(s) fails to strictly adhere to these Terms and Conditions and the Flat Buyer's Agreement, such action shall amount to a voluntary, conscious and intentional waiver and relinquishment of all Rights and Privileges of these Terms and Conditions and the Flat Buyer's Agreement and could at the option of the Company be treated as termination/ cancellation of allotment and the Applicant(s) could at the option of the Company cease to have any Right, Title or Interest whatsoever in the Unit and shall also be liable to forfeiture of Earnest Money deposit, non-refundable amounts in terms of clause "E" herein below.
10. The Applicant(s) has specifically acknowledged to the Company that the allotment of the Unit shall be subject to strict compliance of bylaws, rules etc. that may be framed by the Company for occupation and use of the Unit and such other conditions as per applicable laws. The Applicant(s) understands and confirms that the allotment of the Unit made shall not be construed as sale or transfer under any applicable law and the Title to the Unit hereby allotted shall be conveyed and transferred to the Applicant(s) only upon his fully discharging all his obligations, including payment of the Total Sale Consideration and other applicable charges/ dues and only upon registration of the Conveyance/ Sale Deed in his favour and till then, the Company shall have the sole right to reallocate/ modify/ change the Unit, including without limitation the size, and that the Applicant(s) confirms that he shall have no objection whatsoever.
11. The Applicant(s) shall use and occupy the Unit only for the purposes it is allotted to Applicant(s) in such manner and mode as may be provided in the Flat Buyer's Agreement and/ or other directives issued by the Company or its representatives/ nominees or as prescribed by applicable laws.
12. Notwithstanding anything contained elsewhere in these Terms and Conditions and the Flat Buyer's Agreement, it is expressly understood that timely payment of the installments as stipulated in the Payment Plan, payable in respect of the Unit shall continue and remain binding on the Applicant(s) unabated irrespective of any issues between the Applicant(s) and the Company with respect to any other matter contained in these Terms and Conditions and the Flat Buyer's Agreement.

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D. Alterations and Exclusions

1. The Applicant(s) understands and acknowledges that the Company is in the process of developing the project in accordance with a building plan that has been duly approved by Noida Authority, however, the said building plan is subject to change upon receipt of additional licenses for additional area. The building plan, positions and numbering of units, designs and proposed specifications are also subject to change till the stage of grant of Occupation Certificate ("OC") by the Competent Authority in this regard. The layout plan, building plan and specifications are of indicative nature and may undergo change during the course of construction or as required by any statutory authority or by any government policy/ statutory rules and regulations or for better efficiency to achieve the density of population as envisaged in any Master Plan or for the reason advised by the architect or for the reason of commercial expediency, or otherwise, or due to *force majeure* reason the same may be suitably effected, till receipt of OC or either on the accord of the Company or on the basis of the instructions received from the competent authority in this regard. The Applicant(s) has, in token of his/ her/ its acceptance of various plans of the project signed the Application and the Applicant(s) shall not raise any dispute/ claim against the Company in this regard. The Applicant(s) hereby gives his consent to all such variations, additions, alterations, recasting and modifications, as may be carried out by the Company, in future, to lay out plans and the building plans for the project and undertakes not to object to the same at any point of time.
 - a. If due to any aforesaid reasons, or for any other reason whatsoever, the particular Unit which was allotted to Applicant(s) is not being constructed or in case of absolute deletion of the Unit in the project, the Company shall allot an alternative Unit in the proposed project, subject to availability and the Applicant(s) shall be liable to pay the difference in the Total Sale Considerations, costs and the charges of alternative Unit, if any. If no alternate Unit is available, the Company will refund the amount Paid by the Applicant(s) in full without an Interest. The Applicant(s) understand and agrees that such allotment of alternative Unit or refund of the amount paid by the Applicant(s), shall adequately and completely redress the Applicant(s) shall have no claim against the Company whatsoever.
 - b. If due to any of the aforesaid alterations/ modifications the variation in the Super Built-Up Area of said unit exceeds $\pm 10\%$ (*ten percent*) of the originally booked area of the Unit, the Company shall intimate to the Applicant(s) in writing of such change, if any. The Applicant(s) confirms and agrees to pay increase in Total Sale Considerations in case Super Built-Up Area of the Unit is increased and the Company shall refund (*without any interest*) or adjust any refund that becomes due and payable to the Applicant(s) on account of reduction in the Super Built-Up Area. It is agreed that the rate at which the booking is done shall be sole criteria of determining the payment/ refund. However if the Applicant(s) writes to the Company within *30 days* of intimation by the Company indicating his non-consent/ objections to such alterations/ modifications, then the allotment shall be deemed to be cancelled and the Company shall refund the entire money received from the Applicant(s) without any interest, after adjusting any Non-Refundable Amounts.
2. The Applicant(s) undertakes to sign an undertaking and/ or any communication addressed to any Competent Authority(ies), that he has no objection to the Company carrying out any change, alteration, modification, revision, addition, deletion, substitution or recasting in the layout plans/ building plans/ designs, specifications, measurements, dimensions, location and number of units, floor plans and the same shall be at the sole discretion of the Company. The said undertaking/ communication will be executed simultaneously with the Flat Buyer's Agreement, and the Company shall be authorised to use/ submit the same as and when required without any further reference to the Applicant(s).
3. The Applicant(s) agrees and gives his consent that in case at any point of time during the construction/ development of the said project or thereafter, if FAR is increased due to government policy or for any reason whatsoever then the Company shall be entitled to utilise the same and may build additional units, subject to necessary approvals.
4. The Applicant(s) acknowledges that the number of Units in the Project was not a factor in its decision to seek allotment of the Unit and in the event the Company proposes to increase the number of Units in one or more building(s) in the Project, after seeking the necessary approvals and permissions for the same from the Competent Authority, the Applicant(s) agrees and acknowledges that he/ she has no objection to the same.
5. The Applicant(s) understands and agrees that the Company may carry out extensive developmental/ construction activities in future in the entire area falling outside the land beneath the building in which the Unit is located and that the Applicant(s) has confirmed that he/ she shall not raise any

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objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by him/ her due to such developmental/ construction activities or incidental/ related activities.

6. The Company may develop a community center/ recreational facility(ies) for recreational purposes in the Project. The Applicant(s) fully understands that any such facilities developed by the Company shall vest with the Company or its nominee which shall have the exclusive right to deal with such facilities in any manner as deemed fit and proper by the Company. The right of usage of community center/ recreational facility(ies), shall be limited to the Applicant(s) (*and the occupants of the Project claiming under them*) and their dependents or such other persons/ entity as may be decided by the Company in its sole discretion within the Project only and is subject to the fulfillment of the Terms and Conditions as may be stipulated by the Company. The Applicant authorises the Company to formulate, at the Company's sole discretion, appropriate management structure and policies, rules and regulations for the said community center/ recreational facilities and upon intimation of the formalities to be complied, the Applicant(s) undertakes to fulfill/ comply with the same.

E. Termination/ Cancellation Rights.

1. As stated hereinabove that timely payment of each installment of the Total Sale Consideration, *i.e.*, Basic Sale Price and other charges as stated herein is the essence of this transaction. In case the Applicant(s) neglects, omits, ignores, defaults, delays or fails, for any reason whatsoever, to pay in time to the Company any of the installments or other amounts and charges due and payable by the Applicant(s) as per the payment schedule opted or if the Applicant(s) in any other way fails to perform, comply or observe any of the Terms and Conditions on his/ her part in the present Application/ Flat Buyer's Agreement or commits any breach of the undertakings and covenants contained herein, the Company may at its sole discretion cancel the allotment and forfeit the amount of Earnest Money and Non-Refundable Amounts including but not limited to the interest due on delayed payments, deduction of brokerage paid by the Company to the broker in case the booking is made through a broker, application processing fees, any incentives, and/ or any other charges due from the Applicant(s), *etc.* ("*Non Refundable Amount*") and other amounts of such nature. In the event the Company exercises its right to cancel the allotment, the Applicant(s):
 - a. shall be left with no right, *lien* or interest on the said Unit and the Company shall have the absolute right to sell the said Unit to any other third party.
 - b. shall approach the Company for the refund and the Company shall refund the balance amount, if any, to the Applicant(s) without any interest within (120) *One Hundred and Twenty days* from the date of full realisation of the Sale Price after the sale of the unit by the Company to any third party.
2. However, in the event the Applicant(s) defaults in making payment of any of the installment or any other amount due as per the payment plan opted, the Company may at its sole and absolute discretion choose to grant time to Applicant(s) to rectify such defaults through a notice in writing and the Applicant(s) shall be liable to pay the outstanding dues together with simple interest @18% p.a.
3. That the Applicant(s) understands, confirms and agrees that in case of delayed payment of any installment, the payment so made by the Applicant(s) shall first be adjusted towards interest accrued on earlier unpaid outstanding amounts and only thereafter the balance payment shall be adjusted towards the outstanding amounts.
4. Notwithstanding the above, the Company may, at its sole discretion, choose to waive its right to cancel terminate the allotment/ agreement, and enforce all the payments and seek specific performance of the Flat Buyer's Agreement. In such an event, the possession of the Unit will be handed over to the Applicant(s) only upon payment, of all outstanding dues, penalties, holding charges, *etc.*, along with simple interest at the rate of 18% (*Eighteen percent*) p.a. till the date of payment.

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F. Force Majeure and other Contingencies

1. "Force Majeure" means any event or combination of events or circumstances beyond the reasonable 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 including but not limited to the following:
 - Act of God, *i.e.*, fire, drought, flood, earthquake, epidemics, natural disasters;
 - Explosions or accidents, air crashes, act of terrorism;
 - Strikes or lock outs, industrial disputes;
 - Non-availability of cement, steel or other construction/ raw material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever; non/ very low availability of skilled labour;
 - War and hostilities of war, riots, bandh, act of terrorism or civil commotion;
 - The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Company from complying with any or all the Term and Conditions as agreed in these Terms and Conditions; or
 - Any legislation, order or rule or regulation made or issued by the Government or any other authority or if any Competent Authority(ies) refuses, delays, withholds, denies the grant of necessary approval/ certificates for the project/ Unit/ Building or if any matter, issues relating to such approval, permissions, notices, notifications by the competent authority(ies) becomes subject matter of any suit/ writ before a competent court or; for any reasons whatsoever.
2. The Company shall not be held responsible or liable for not performing any of its obligations or undertakings provided herein if such performance is prevented due to *Force Majeure* conditions, as defined hereinabove.
3. The applicant(s) agrees and understands that if the *Force Majeure* condition continues for a considerably long period such that the performance of this Application/ Flat Buyers Agreement becomes unviable, then the Company alone in its own judgment and discretion may terminate the Application/ Agreement and in such case the only liability of the Company shall be to refund the amount paid by the Applicant(s) without any interest or compensation whatsoever. The Applicant(s) agree that the Applicant(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 this Allotment Application and/ or Agreement.

G. Possession; Delay Compensation and Holding Charges

1. Subject to *Force Majeure* conditions, as defined herein and subject to the Applicant(s) having complied with all his obligations under these Terms and Conditions stated herein as well as in the Flat Buyers Agreement and the Applicant(s) not being in default under any part of these Terms and Conditions and the Flat Buyer's Agreement including but not limited to the timely payment of each and every installment of the Total Sale Consideration including DC, Stamp Duty and other Charges, subject to the Applicant(s) having complied with all formalities and documentations as prescribed by the Company, subject to the intervention of Statutory Authorities, the Company proposes to offer possession of the Unit to the Applicant(s) within a period of *48 months* from the date of sanction of the building plans, environment plans and fire fighting plans or execution of the Flat Buyer's Agreement, whichever is later ("*Commitment Period*"). The Applicant(s) further agrees and understands that the Company shall additionally be entitled to a period of *One Hundred and Eighty (180) days* ("*Grace Period*") after the expiry of the said Commitment Period for making an offer of possession.
2. Subject to the conditions contained hereinabove, if the Company fails to offer possession of the said Unit to the Applicant(s) by the end of the Grace Period, it shall be liable to pay to the Applicant(s) compensation at the rate of ₹ 5/- per month on the Super Built-Up Area of the Unit ("*Delay Compensation*") for every month of delay until the Company makes offer of possession of the said to the Applicant(s). In the event the Applicant(s) has

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delayed in making payment of any of the installment as agreed herein, irrespective of the fact that such delay has been condoned and the payment has been accepted along with interest by the Company, the Applicant(s) waives his right to seek the Delay Compensation as mentioned hereinabove. The Applicant(s) shall not be entitled to any other Compensation or penalty, direct or indirect losses, interest etc. for delay in handing over the possession by the Company. In particular, after filing an application for grant of Occupation Certificate (OC), Company shall not be liable for any delay in grant thereof by the Competent Authority and such delay shall proportionately extend the Commitment Period.

3. The Applicant(s) undertakes to execute the Conveyance/ Sale Deed within 30 (thirty) days from the date of the Company intimating in writing the receipt of the Certificate for Use and Occupation of the Building from the competent authority failing which the Applicant(s) authorises the Company to exercise its right, in its sole discretion, to cancel the allotment and forfeit the Earnest Money and non-refundable amounts etc. and refund the balance price paid by the Applicant(s) without any interest upon realisation of money from resale/ re-allotment to any other party.
4. Notwithstanding any other provisions stated herein as well as in the Flat Buyer's Agreement, the Applicant(s) agrees that if for any reason whatsoever he fails, ignores or neglects to take over the possession of the Unit in accordance with the notice for offer of possession of the Unit sent by the Company, Applicant(s) shall pay Holding Charges at the rate of ₹ 5/- per sq. ft. per month on the Super Built-Up Area of the Unit till the time Applicant(s) takes over the possession of the Unit. The Holding Charges shall be a distinct charge in addition to the Maintenance Charges and not related to any other charges/ consideration as provided in these Terms and Conditions and the Flat Buyer's Agreement.

H. Withdrawal/ Surrender; Transfer

1. The Applicant(s) has fully understood and agrees that in case the Applicant(s) cancels, withdraws, assigns or surrenders his allotment, for any reason whatsoever at any point of time, then the Company at its sole discretion, shall be within its rights to, cancel/ terminate the Booking/ Allotment/ Application/ Agreement and shall forfeit Earnest Money and Non-Refundable Amounts, paid by the Applicant(s). The Applicant(s) shall approach the Company for the refund, if any, and the Company shall refund the balance amount, i.e., the refundable amount left, after deducting the Earnest Money and non-refundable amounts and any other amounts due and payable by the Applicant(s), if any, to the Applicant(s) without any interest and compensation within (120) One Hundred and Twenty days from the date of full realisation of the Sale Price after the sale of the Unit by the Company to any Third Party.
2. That the Applicant(s) understands and agrees that the Company shall not entertain any transfer/ nominations/ assignment request until and unless the Applicant(s) has paid at least 32.5% of Total Sale Consideration to the Company. The transfer/ nomination/ assignment shall be allowed at the sole discretion of the Company, upon payment of charges as applicable from time to time, who may grant or refuse permission and also subject to the conditions/ compliances as may be required to be fulfilled by the Applicant(s) as a precondition for such permission including but not limited to:
 - a. Every application for substitution of the name of the nominee(s) of the Applicant(s) in its place shall be made in writing in the format prescribed by the Company.
 - b. Execution of the fresh agreement and timely payment by the nominee(s) of the Applicant(s) with the Company.
 - c. Submitting of all requisite documents, payment of administrative charges as applicable for the time being in force as per policy of the Company and furnishing of all such affidavits, undertaking, indemnity bonds and other documents as may be deemed necessary by the Company for granting such permission.
 - d. The Applicant(s) and/ or their nominee shall at all times be responsible for payment of all statutory dues and taxes in relation to any transfer/ nomination of Unit.
 - e. In the event of nomination of any person as the nominee(s) of the Applicant(s), such person as nominee(s) shall abide by all the Terms and Conditions stipulated herein and the letter of allotment or any other document executed in this respect.
3. The Applicant(s) agrees and confirms that in case the Applicant(s) transfers his allotment of the said Unit in the name of the Nominee/ Assignee(s)/ Transferee(s) in any manner whatsoever without the prior permission/ approval of the Company, the same shall be treated as null and void and such transfer shall not be binding on the Company.

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4. That the applicant(s) understands that any transfer shall only be in the manner prescribed by the Company and as per the Company's procedure/ policy, which the Company may change from time to time in its sole discretion. The Company shall not be bound to recognise any Agreement of Sale, Power of Attorney or Will regarding any such transfer(s) if it is in conflict with applicable laws and policy.

I. Other Terms and Conditions

1 **The Applicant Authorisation to Raise Finance/ Loan:** The Applicant(s) hereby agrees that the Company shall have the right to raise finance/ loan from any Financial Institution/ Bank by way of mortgage/ charge/ securitisation of his respective Unit or the receivables, if any, accruing or likely to accrue there from, subject to the Unit being made free of any encumbrances at the time of execution of the Conveyance/ Sale Deed in favour of the Applicant(s) or his nominee. The Company/ Financial Institution/ Bank shall always have the first *lien*/ charge on the Unit for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the development of the Project.

2 **Home Loan Obligations:** The Applicant(s) have represented and warranted to the Company that the Applicant(s) is fully capable to make all the payments out of his own resources towards the purchase and maintenance of the Unit as and when demanded by the Company/ Maintenance Service Provider. The Applicant(s) understands and agrees that he will apply for Home Loan, if required, to any Bank/ Financial Institution at his sole discretion and responsibility and in accordance with the policy as formulated by the said Bank/ Financial Institution. In the event the Applicant(s) chooses to obtain finance from any Bank/ Financial Institution or any other source, it is clearly understood by the Applicant(s) that the Applicant(s) obligation to purchase the said Unit and make timely payment of the installments and other amount as per the payment plan opted shall not be contingent to the Applicant(s) ability or competency to obtain such financing/ loan and the Applicant(s) will remain bound herein whether or not the Applicant(s) has been able to obtain financing/ loan for the purchase of the said Unit. The Applicant(s) agrees and understands that it shall not be the responsibility or liability of the Company to make arrangements or facilities in any manner whatsoever in the sanctioning and disbursement of said loan to the Applicant(s).

The Applicant(s) undertakes to provide No Objection Certificate ("*NOC*") from the Financial Institution/ Bank from whom the Applicant(s) may have obtained the loan facility, prior to the execution and registration of the Conveyance Deed of the Unit, to the Company and only on receipt of such *NOC* from Financial Institutions/ Bank, the Company shall execute and register the Conveyance Deed of the Unit in favour of the applicant(s).

3. **Indemnification:** The Applicant(s) shall pay, from time to time, and at all times, the amounts which the Applicant(s) is liable to pay, as agreed, and to observe and perform all the covenants and conditions of the Application and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant(s). This is without prejudice to any to any other remedy provided herein and/ or available in law.

4. **Up-keep Obligation:** The Applicant(s) agrees and undertakes that he shall maintain the Unit at his own cost and in a good condition and shall not do or cause to be done anything in or around the Unit which may be against the rules or Bylaws of the Noida Authority or any other Authority. The Applicant(s) further agrees and undertakes that he shall not carry out any changes or make any addition or alteration or modification, whether temporary or permanent, in or around the Unit or any part thereof.

5. **Compliance with Law:** It is made abundantly clear that in respect of all remittances related to acquisition/ transfer of the Unit it shall be the sole responsibility of non-resident/ foreign national of Indian origin to comply with the provisions of *Foreign Exchange Management Act 1999 ("FEMA")* or statutory enactments or amendments thereof and the rules and regulations of the *Reserve Bank of India ("RBI")* or any other applicable law and provide the Company with such permissions, approvals, etc., which would enable the Company to fulfill its obligations under the present Application and Flat Buyer's Agreement. Any refund, transfer of security, if provided in terms of this application and/ or Flat Buyer's Agreement, shall be made in accordance with the provisions of *FEMA* or statutory enactments thereof and the Rules and Regulations of the *RBI* or any other applicable law. In the event of any failure on the Applicant's part to comply with the provisions of *FEMA* or statutory enactments or amendments thereof and the Rules, Regulations and

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Guidelines issued by RBI or any other applicable law Applicant(s) shall be solely liable for any action that may be taken by the competent authorities in this regard, without any liability/ responsibility on the Company and the Applicant(s) shall keep the Company fully indemnified for any harm or injury caused to it due to any reason whatsoever in this regard. Whenever there is a change in the residential status of the Applicant(s), subsequent to the signing of this application, it shall be the sole responsibility of the Applicant(s) to intimate the same in writing to the Company immediately and comply with all the necessary formalities, if any, under the applicable laws.

6. **Joint Applications:** In case there are Joint Applicant(s), all communications shall be sent by the Company to the Applicant whose name appears first and at the address given by the First Applicant which shall for all intents and purposes be considered as properly served on all the Applicants. However, the Joint Applicants agree that they shall remain jointly and severally liable to the Company for their entire obligations.
7. **Notices:** The Applicant(s) shall inform the Company in writing of any change in the mailing address mentioned hereinabove, failing which all demands, letters, notices etc. by the Company shall be mailed to the address given in the Application and shall be deemed to have been received by the Applicant(s).

Any Notice sent to the Party, to whom it is addressed, shall be sent on the address as provided in this Application or on its last recorded address with the other party and the same shall be deemed to have been delivered

- a. if given or sent by the Speed Post/ Registered Post, 5 calendar days after posting;
- b. if given by personal delivery at the time of delivery;
- c. if given or made by Fax, upon receipt of a transmission report confirming dispatch.

8. **Reservation of Rights by Company:**

- a. It is specifically understood by the Applicant(s) that this Application is purely on a tentative basis and the Company, at its sole discretion, may decide not to allot any or all Units to any body or altogether decide to put at abeyance, the project itself for which the Applicant(s) shall not raise any dispute or claim any Right, Title or Interest on the acceptance of the Application and receipt of initial token/ booking amount being received by the Company with the Application Form. In such case, the Applicant(s) shall be entitled to refund of the entire amount without any interest. Further, the provisional and/ or final allotment of the Unit is entirely at the discretion of the Company and the Company has a Right to Reject any provisional and/ or final allotment without assigning any reasons whatsoever.
- b. The Company reserves the Right to Transfer ownership of the project in whole or in parts to any other entity such as a partnership firm, body corporate, whether incorporated or not, association or agency, by way of sale/ disposal or any other arrangement whatsoever, as may be determined by the Company in its sole discretion and the applicant(s) undertakes not to raise any objections in this regard.
- c. Neither the forbearance, failure nor any delay by the Company in exercising any Right, Power, or Privilege under Terms and Conditions of this application and the Flat Buyer Agreement and/ or any communications or reminders to the Applicant(s) and/ or exercise of any single or individual remedy(ies) where multiple remedies are available to the Company shall operate as acquiescence, condonation or waiver of such Right, Power or Privilege, and no single or partial exercise of any such Right, Power or Privilege will preclude any other or further exercise of such Right, Power or Privilege.

9. **Information and Authorisation:** The Applicant(s) should correctly mention his/ her Income Tax PAN in the Application Form. However, if the same is not provided then the Application may be summarily rejected. The Application Form should be signed by the Applicant(s), or his/ her Registered Power of Attorney holder, who want(s) to purchase the Unit in the Project. Similarly, in the case of Company applying for the Unit, execution should be through an authorised person enclosing an Authority Letter/ Board Resolution.

10. **Payment Terms: No Third Party Rights:** The Company shall accept all payments from the Applicant(s), unless specified otherwise in writing by the Company, by way of Demand Draft/ A/c Payee Cheque payable at par at Delhi only or by way of an electronic transfer in favour of "M/s SAHA Infratech Pvt. Ltd." or in favour of such subsidiary/ associate Company as may be advised by the Company. All payments shall be subject to their actual realisation in the aforesaid account. Further, the Company may, on specific request from the Applicant(s), choose to accept payments/ remittances from a third party provided that the Company shall not be responsible towards such third party in any manner

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whatsoever and such third party shall have no Right whatsoever in the application/ allotment of the said Unit applied for. The Company shall issue receipts for payment in favour of the Applicant(s) only.

11. **Interpretation:** That for all intents and purposes and for the purpose of the Terms and Conditions set out herein, singular includes plural and masculine includes the feminine gender.

12. **Disputes:** All or any disputes arising from or out of or touching upon or in relation to the Terms of this Application Form including its termination, interpretation and validity of the Terms thereof and the respective Rights and Obligations of the Parties shall be settled amicably by conciliation proceedings as envisaged under the *Arbitration & Conciliation Act of 1996*, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the *Arbitration & Conciliation Act, 1996*, or any statutory amendments, modifications or re-enactment thereof for the time being in force. A Sole Arbitrator, nominated by the Company, shall hold the arbitration proceedings in New Delhi. The Applicant(s) hereby confirms that he shall have no objection to such appointment and the Applicant(s) confirms that the Applicant(s) shall have no doubts as to the independence or impartiality of the said Arbitrator and shall not challenge the same. The arbitration proceedings shall be held in English Language and decision of the Arbitrator including but not limited to costs of the proceedings/ award shall be final and binding on the parties.

The Courts at Noida, District Gautam Buddh Nagar (UP) alone shall have the jurisdiction in all matters arising out of touching upon and/ or concerning this Application and/ or Flat Buyers Agreement regardless of the place of execution of this Application.

I/ We have fully read and understood the Terms and Conditions and agree to abide by the same. I/ We have sought all clarifications which I/ we require with respect to the Terms, Conditions and representations made by the Company and the Company has readily provided the same to me/ us. I/ We have now signed and paid all monies herein after being fully satisfied myself/ ourself.

Broker details

In case the application for allotment is made by the applicant through his/ her agent (*Broker*), the name of the Broker is to be mentioned here. If not, please mention "**Direct**".

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DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM BY APPLICANT(S)

It is mandatory to affix passport size photograph in designated areas in the Application Form:

Resident of India

- Copy of PAN Card
- Photograph in all cases
- Address Proof
- Any other Document/ Certificate as may be required by the Company
- Company/ Partnership Firm
- Copy of PAN Card of the Partnership Firm
- Copy of Partnership Deed
- Address Proof
- In case of one of the Partners signing the document on behalf of other Partners, an Authority Letter from other Partners authorising the said person to act on behalf of the Firm.

Limited Company/ Private Limited Company

- Copy of PAN Card of the Company
- *Memorandum of Association (MoA)* and *Articles of Association (AoA)* duly signed by the Company Secretary/ Director of the Company.
- Board Resolution authorising the signatory of the Application Form to buy property on behalf of the Company.

Hindu Undivided Family (HUF)

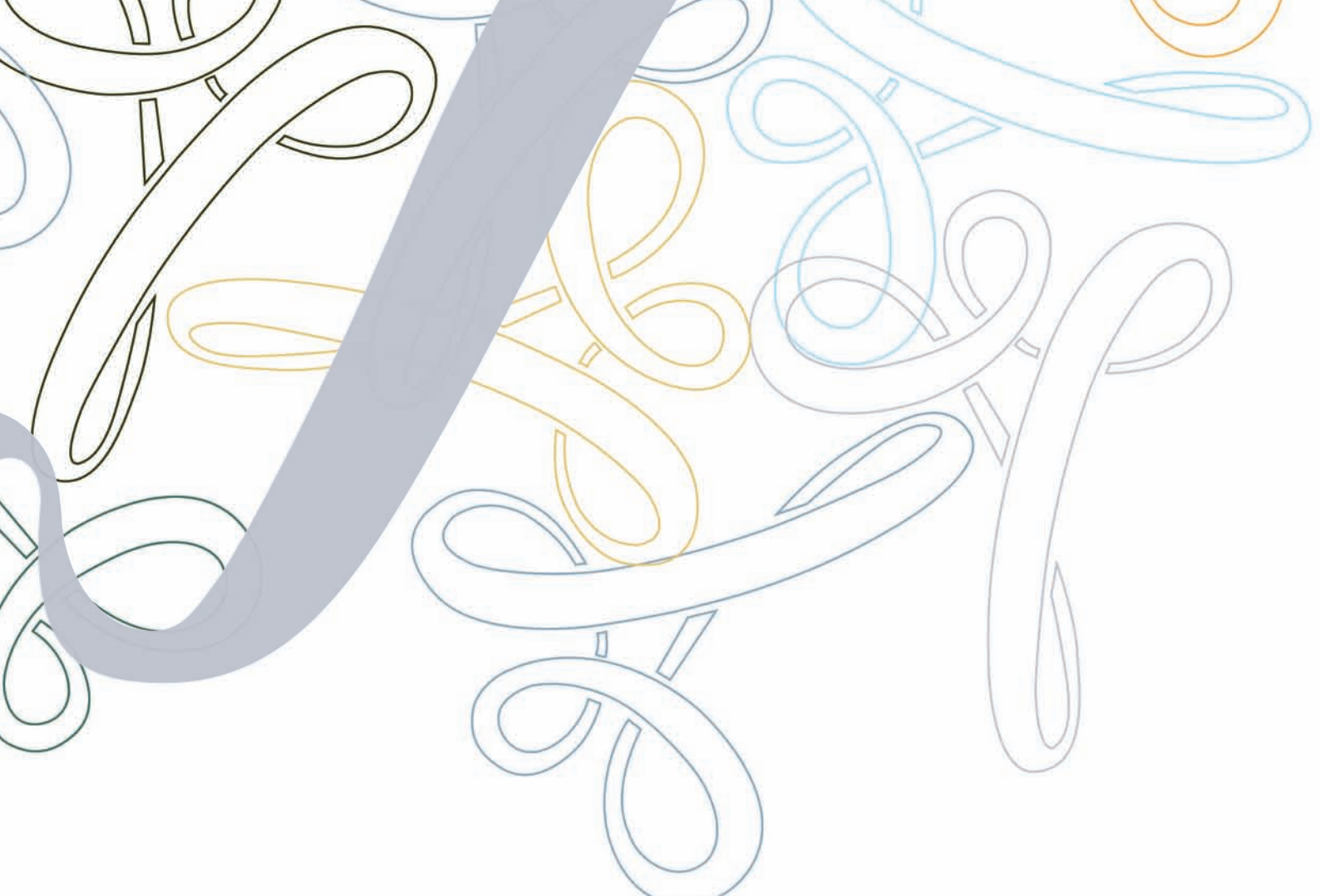
- Copy of PAN card of HUF
- Authority Letter from all co-partner's of HUF authorising the Karta to act on behalf of the HUF

HUF NRI/ PIO

- Copy of Individual's Passport/ PIO Card
- Address Proof
- In case of Demand Draft (*DD*), the confirmation from the banker stating that the *DD* has been prepared from the proceeds of NRE/ NRO Account of the Applicant.
- In case of cheque all payments should be received from the NRE/ NRO/ FCNR Account of the Applicant only on foreign exchange remittance from abroad and not from the account of any third party.

TDS deduction with effect from 1.06.2013

- As per guidelines issued by the Government of India, tax @ 1% on the amount is to be paid by the Buyer in the Company's PAN A/c number directly. However, the Company shall give credit to buyer's A/c after verification of such deposit. Company PAN No: **AARCS7127G**



WHY FOLLOW WHEN YOU CAN LEAD !



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