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living spaces



BOOKING BOOKLET

DISCLAIMER

All contents and terms & conditions of this Agreement are subject to change as per provisions of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") and Rules and Regulations made thereunder. If any content and/or terms & conditions or it's any part is found contrary or inconsistent to any provision of RERA and Rules and Regulations made thereunder, that content and/or terms & conditions or that part shall be deemed repealed and amended to that extent whatsoever is contrary or inconsistent and provisions of RERA and Rules and Regulations made thereunder shall prevail to that extent.



APPLICATION / BOOKING FORM

Date:

To,
**M/s Saya Homes Private Limited,
Plot No. 10/1, at 10, Vaibhav Khand,
Indirapuram, Ghaziabad (U.P.) - 201014**

[For office use only]
Customer No.:
Booking Type: Individual/Corporate
GST Reg. No. :
(in case of Corporate)

Project Name : Saya Gold Avenue
RERA Reg. No. :
Phase I : UPRERAPRJ6548
Phase II : UPRERAPRJ6678

First Applicant

Second Applicant

Third Applicant

Dear Sir/Madam,

I/We hereby wish to register for provisional Allotment of a residential apartment in your Group Housing Project named as “Saya Gold Avenue” to be developed and constructed by “Saya Homes Private Limited” (hereinafter referred to as the “Company”) at Plot No.10/1, at10, Vaibhav Khand, Indirapuram, Ghaziabad - 201 014 (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 Allotment Letter/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 by them.

I/We remit herewith a sum of Rs. _____ (Rupees _____)
vide Bank Draft/Cheque No. _____ drawn on in favour of SAYA HOMES COLL ESCROW ACC PH I, A/c No.- 003866200000242 for Phase I (SG-4/6/7/8) and SAYA HOMES COLL ESCROW ACC PH II, A/c No. 003866200000292 for Phase II (SG-1/2/3/5) as booking amount.

I/We further agree to pay installments & additional charges per the payment Plan opted by me/us and as per installments’ schedule 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 brief particulars are given below :-



1. APPLICANT DETAILS

*In case of Company, please mention Date of Incorporation

First Applicant

Name:
Gender: DOB/DOI:
Country:..... Country Code:
Phone/Mobile: Email Id:
Residential Status:..... PAN/TIN:
GST Reg. No.: Aadhaar No.:
Anniversary Date: Occupation:
Designation: Organization:

Second Applicant

Name:
Gender: DOB/DOI:
Country:..... Country Code:
Phone/Mobile: Email Id:
Residential Status:..... PAN/TIN:
GST Reg. No.: Aadhaar No.:
Anniversary Date: Occupation:
Designation: Organization:

Third Applicant

Name:
Gender: DOB/DOI:
Country:..... Country Code:
Phone/Mobile: Email Id:
Residential Status:..... PAN/TIN:
GST Reg. No.: Aadhaar No.:
Anniversary Date: Occupation:
Designation: Organization:

Passport No.:		Date of Issue	Date of Expiry
First Applicant			
Second Applicant			
Third Applicant			



CORRESPONDENCE ADDRESS

NRIS/PIOS to mention their foreign address here.
In case of company, please mention your correspondence address

Apt. No.:

Building Name:

Address Line 1:

Address Line 2:

Landmark: Nearest Railway Station:

Country: State: City:

Other City: PIN Code:

RESIDENTIAL ADDRESS

NRIS/PIOS to mention their foreign address here.
In case of company, please mention your correspondence address

Apt. No.:

Building Name:

Address Line 1:

Address Line 2:

Landmark: Nearest Railway Station:

Country: State: City:

Other City: PIN Code:

2. APARTMENT DETAILS

A. Apartment Details

Project:

Apartment No.:

Floor No.:

Tower No.:

Facing:

Type:

Apartment Area	(Sq. mt.)*	(Sq. ft.)
RERA Carpet Area of Apartment		
Balcony Area		
Terrace Area		
Lawn Area		
Total Area		

* Square Metre (1 sq.mt. = 10.764. sq. ft.)
Total Area = RERA Carpet Area plus Balcony Area plus Terrace Area plus Lawn Area plus Ex. Wall Area

B. Vehicle Parking Space/s:

Type :

Type :

Type :

Level:

Level :

Level :



3. PURCHASE PRICE {All amounts are in INR}

	PARTICULARS	RATE (RS.) (per sq. mt.)	RATE (RS.) (per sq. ft.)	AMOUNT (RS.)
(a)	Basic Price			
(b)	Less: GST Input Tax Credit			
c)	Parking Space Charges			
A	Net Basic Price			
B	Additional Charges			
(b1)	Club Development Fee			
(b2)	Electric Meter Installation charges @(Rs_____per KVA)			
(b3)	Power back up installation charges@(Rs_____per KVA)			
(b4)	External Electrification charges (EEC)			
(b5)	Fire Fighting charges (FFC)			
(b6)	Internal Development charges (IDC)			
(b7)	IFMS#			
B	Total Additional Charges (B):			
	Gross Cost of Flat (A+B):			

Note:

1. GST/Service tax is as per prevailing rate. However, this is subject to change as per Government rulings and will be payable extra.
2. Total Sale Consideration Rs _____ is based on the unit carpet area _____ Sq. Ft.
_____ Sq. Mtr.
3. #Interest Free Maintenance Security Deposit transferrable AOA/RWA.



4. HOW DID YOU COME TO KNOW ABOUT THE PROJECT?

Walk-in-Source		
Direct:	Please specify source	
Referral:	Please specify Reference details	
Existing Customer:	Customer Name	
	Project	
	Mobile No.	
	Amount Payable	
SAYAEmployee:	Employee Name	
	Company Name	
	Mobile No.	
	Amount Payable	
Channel Partner:	Channel Partner Name	
	Contact No.	
	RERA ID.	
	Vendor ID.	
	Amount Payable	

Signature of Channel Partner

Signature of Customer

5. BOOKING AMOUNT PAYMENT DETAILS (ALL FIELDS ARE MANDATORY)

I/We hereby enclosing payment details as provided below as Booking Amount {Interest Free} towards Apartment No. _____.

Mode of Payment	
Cheque No./ Draft No./ UTR Code.	
Dated	
Drawn on Bank	
Amount (in figure)	
Amount (in words)	
Payment By	
Detail of Additional PDC submitted:	



6. PAYMENT SCHEDULE

I/We hereby agree to make payments for the purchase of the Apartment applied for hereunder in line with the payment schedule and cost sheet shared with me/us and agreed by me/us. I/We further declare that I/we have a copy of the aforementioned payment schedule and cost sheet are in my/our custody. And I/we am/are aware of my/our responsibilities of timely payments and my/our liability to pay interest as per agreed terms in case of any delayed payment from my/our end.



7. YOUR FEEDBACK ON THE PURCHASE EXPERIENCE

A. What in your opinion, does the brand “SAYA” stand for?

☐ Trust

☐ Transparency

☐ Ethics

☐ Commitment

☐ Quality

☐ Luxury

☐ Innovation

B. Were you taken to the Show Flat? If yes, how would you rate the overall quality of the Show Flat?

☐ Yes

☐ No

☐ NotApplicable

C. How would you rate the following parameters in your purchase experience?

Parameter	Very Good	Good	Satisfactory	Not Satisfactory
Wait Time at Project Sales Site Office	☐	☐	☐	☐
Ability of Sales Staff to understand your needs	☐	☐	☐	☐
Hospitality of the Staff at the Sales Site Office	☐	☐	☐	☐
Experience in the Show/ Sample Flat	☐	☐	☐	☐
Product Knowledge of the Sales Staff at the Sales Site Office Communication Skills	☐	☐	☐	☐
Cleanliness of the Sales Site Office	☐	☐	☐	☐
Layout and Design of the Sales Site Office	☐	☐	☐	☐
Availability of the Appropriate Signages to the Sales Site Office	☐	☐	☐	☐
Quality of brochures & other materials shared at the Site Office	☐	☐	☐	☐

D. How would you rate overall experience with the sales team at the sales site office/head office?

☐ Very Good

☐ Good

☐ Satisfactory

☐ Not Satisfactory



8. INTERPRETATION OF SOME INDICATIVE TERMS

Apartment Act: means The Uttar Pradesh (Promotion of Construction, Ownership & Maintenance) Apartment 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 for proportionate area based on the Carpet 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 acknowledgment of having agreed to the terms and conditions of the booking application form.

Allottee(s): means the person(s) who will enter into Apartment Buyers' Agreement with the Company for the said Apartment allotted to him/her/them and who has signed 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 share in the said Apartment unless otherwise agreed to by the Company, in writing.

Apartment: means 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+ wardrobe area +service shaft 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 panel 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 and STP, EPABX system, 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.

Basic Price: means any and all kind of the amount amongst others, payable for the said Apartment which includes basic sale price but does not include other amounts, additional charges, security deposit amount etc., which are payable in accordance with the terms of the booking booklet/apartment buyers' agreement, including but not limited to:

- EEC, FFC, IDC increase in EEC/FFC/EDC/IDC, wealth tax, government rates tax on land, fees or levies of all and any kinds by whatever named called;
- Charges for Parking Space;
- 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 development 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;
- 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.

Booking Booklet: request for allotment of apartment made by the person(s) / Firm / Company on a standard format namely Application/Booking 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).

Company: that is SAYA HOMES PRIVATE LIMITED, a Company registered under the Companies Act, 1956 having its Registered Office at B-7/45, Safdarjung Enclave Extension, New Delhi - 110 029.

Conveyance/Sub Lease/Sale 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.

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

Earnest Money: means 10% of the Net Basic Price of said Apartment payable by the Allottee(s).

EDC: means the charges levied or leviable 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;
- 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, occupancy certificate, completion certificate, 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 in respect of the Carpet Area of the Said Apartment. The said amount paid towards IFMS is transferable / refundable to the Residents Welfare Association (RWA) or at Association of Apartment Owners (AOA) at the time of termination of Maintenance Agreement or transfer of maintenance of the Complex to the RWA/AOA.

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.

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 separately and (b) any statutory payments, taxes, with regard to said Apartment/said Building/said Complex, at then 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 GOLD AVENUE** at Plot No. 10/1, at 10, Vaibhav Khand, Indirapuram, Ghaziabad 201 014 (U. P.).

RWA/AOA: means the Resident Welfare Association/ an Association of the Apartment owners, which shall be duly formed as per the applicable provisions of U P Apartment Act, 2010 or any other act or rules, as may be applicable..

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 GOLD AVENUE** at Plot No. 10/1, at 10, Vaibhav Khand, Indirapuram, Ghaziabad – 201 014 (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 20036 sq. meters having sanctioned FAR of 162473.869 sq. meters (1748852.8 sq. ft.) (along with 5% FAR as per GDA byelaws) situated at Plot No. 10/1, at 10, Vaibhav Khand, Indirapuram, Ghaziabad – 201 014 (U. P.) on which the Said Complex is being developed. M/s Roseberry Developers Private Limited after obtaining necessary approval from GDA executed a Transfer deed in favour of M/s Saya Homes Private Limited (hereinafter referred to as the 'Company') in respect of Group Housing Plot No. 10/1, at 10, Vaibhav Khand, Indirapuram, Ghaziabad – 201 014 (U.P.) admeasuring 20036 sq. meters which is duly registered as Document No. 8688 Book No.1 Jild No.29584 on Pages from 145 to 182 with the Sub Registrar-IV, Ghaziabad (U.P.) on 05.05.2015.

M/s Roseberry Developers Private Limited, was allotted said land for 90 years of lease by the Ghaziabad Development Authority (GDA) vide lease deed dated 31.03.2008 and the same has been registered in the Office of the Sub-registrar(IV), Ghaziabad (UP) vide book no 1, Volume No 10236 on page no 377 to 390 at Document No. 11231 dated 30.04.2008 .

The Said land was part and parcel of the MOU of GDA and Shipra Estates Limited (SEL) and as per the terms and conditions of the joint venture, the map/layout plan for the construction was to continue in the name of Shipra and RDPL being nominee of SEL, had the right to undertake development and construction thereon, according to the map/layout plans sanctioned in favour of SEL, from time to time.

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

I/WE HEREBY ACKNOWLEDGES AND CONFIRMS THE BELOW MENTIONED TERMS AND CONDITIONS FORMING PART OF BOOKING BOOKLET FOR BOOKING OF RESIDENTIAL APARTMENT IN SAYA GOLD AVENUE AT PLOT NO. 10/1, AT 10, VAIBHAV KHAND, INDIRAPURAM, GHAZIABAD – 201 014 (U.P.)

1. WHEREAS M/s Roseberry Developers Private Limited after obtaining necessary approval from Ghaziabad Development Authority executed a Transfer deed in favour of M/s Saya Homes Private Limited (hereinafter referred to as the 'Company') in respect of Group Housing Plot No. 10/1, at 10, Vaibhav Khand, Indirapuram, Ghaziabad – 201 014 (U.P.) admeasuring 20036 sq. meters (hereinafter referred to as 'said land') which is duly registered as Document No. 8688 Book No.1 Jild No.29584 on Pages from 145 to 182 with the Sub Registrar-IV, Ghaziabad (U.P.) on 05.05.2015.
2. WHEREAS the Company has taken over physical possession of aforesaid land from M/s Roseberry Developers Private Limited on 06.05.2015 and the Company is authorized to execute Sale/Sub Lease Deeds 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 Transfer Deed executed in favour of the Company by the Roseberry Developers Private Limited and all terms and conditions of the Lease Deed of the above Group Housing Plot executed in favour of M/s Roseberry Developers Private Limited by GDA, shall also be applicable to the me/us.
3. AND WHEREAS GDA vide its Letter No. 41/191/ZONE-6/12-13 dated 22nd June 2015 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 recreational facilities, club/party hall, basements, swimming pool with changing rooms, parking etc. Any change/direction/ conditions imposed by the GDA at any stage while modifying the layout plan shall be binding on the me/us and the I/we hereby agreed that it shall not be necessary on the part of the Company to seek my/our consent 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 I/we hereby acknowledged and confirmed having seen all the documents and titles and other relevant papers/documents etc. pertaining to the said Apartment/said Building/said Complex and am/are 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 constructed at site is in accordance to the structural drawing of the said Apartment. 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 apartments on all the floors shall be leased/sold as an independent apartment with proportionately importable and undivided shares in the land area underneath the plot.
6. I/We hereby acknowledges and confirms that the layout plans and maps approved by the GDA are as per its prevailing Building Byelaws with 162473.869 sq. meters main FAR along with 5% service FAR (Floor Area Ratio) with 1620 nos. of dwelling units. 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. I/We hereby acknowledges and confirms that the layout plan of the said Complex may have commercial areas, as may be earmarked in addition to group housing. However, this booking booklet 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 GDA. I/We understands that the area of the said Land or thereabout may be modified in future to the 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 GDA/any other concerned authority.
8. It has been clarified to me/us 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. I/We hereby understood and agreed to pay increases, if any, due to increase in carpet 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.



I/We shall make the payment of the total basic price as per the payment plan opted by the me/us along with all other additional charges payable on offer for fit-out, taxes, cesses, securities, deposits, etc. increases as mentioned in the Agreement, shall be payable by me/us. Timely payment shall be my/ our responsibility. The Company shall not require sending any separate demand letter for the installment falling due.

10. That the schedule of installments as per payment plan opted in the booking booklet shall be final and binding over me/us. The opted payment plan will be valid up to the specific dates mentioned above in the booking booklet. After the expiry of said date, the Construction linked payment plan shall be applicable and the enhanced cost of said Apartment shall be as per Construction linked payment plan only.

Note: In case re-issuance of Apartment Buyer Agreement 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 me/us.

11. That the Company may allow, in its sole discretion, rebate for early payments of installments, payable by me /us by discounting such early payments @ 10% 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.
12. That I/We acknowledge and confirmed to pay the balance amount in accordance with the Payment Schedule as explained to him, agreed by him and recorded with this Application. Further I/we acknowledge and confirm that timely payment of all amounts is the essence of the transaction irrespective of the fact whether, I/we would avail home loan/financial assistance from any bank/financial institution. In the event of delay in payment of installment, including on account of delay in disbursements by the bank/ financial institution, or any other amount beyond the time specified for the same, rate of interest shall be 12% p.a. shall be payable by me/us to the Company from the respective due date/s till date/s of payment.
13. That I/we understand 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 Government Authority. I/We understands that any alteration/modification, as Company may deem fit or as directed by the competent authority(ies) resulting increase or decrease of 3% in the Carpet Area of the Apartment shall be chargeable extra or refund respectively by the Company.
14. That I/we agree to pay certain charges along with GST/ service tax at applicable rate, besides agreed total basic cost of the Said Apartment, to the Builder in respect of total area of Said Apartment at the time of offer for fit out before possession.
15. That I/we agrees and understands that the 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 me/us through pre-paid systems. I/We will get the Electrical Connection for the capacity, as opted for at the time of booking, against payment of Electric Meter Installation charges.
16. I/We understands that I/we shall avail Power Back-up facility, as opted by me/us at the time of booking, after making payment of Power Back-up Installation Charges. I/We have give my/our consent in writing that no request for power back-up facility shall be raised 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 fit-out.

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 subject to the guidelines issued by the concerned authority.

17. I/We understands 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 on the payment of charges for the additional load at the 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 me/us will be decided by the Company at the time of offer for fit-out.

18. That, I/we shall pay the External Electrification Charges (EEC), Fire Fighting Charges (FFC) and Internal Development Charges (IDC) to the Company at the time of offer for fit-out.
19. That I/we shall also pay Club Development Fee for the club facility to be provided in the said Complex. However, the rate for monthly payable Maintenance charges for Club will be decided by the Company at the time of offer for fitout before possession and shall be payable I undertake to pay CAM Maintenance charges for the initial 12 months in advance with the monthly maintenance charges.
20. That the car parking, as per type opted by me/us in the Booking Booklet will be available inside the said Complex. The Cars/Scooters/Two Wheelers/Cycles shall be parked within the same parking spaces allotted to the me/us. I/We understand that at least one car parking among available options is mandatory to be booked and no car/vehicle, without parking sticker/censor, will be allowed inside the said Complex.
21. I/We also understands that 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 Residents' Welfare Associations (RWA) /Apartment Owners' Association (AOA) of the said Complex. The RWA/AOA or owners/allottee(s)/occupiers of the apartments shall not have any right over the un-allotted parking spaces.
22. I/We understands that the Parking space(s) allotted to me / us shall be an integral part of the Said Apartment, which cannot be sold /dealt with independent of the Said Apartment. I/We 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. I/We agree that Parking space(s) allotted to the me/us shall not form a part of common areas of the Said Building/Said Complex for the purpose of the declaration, which may be filed by the Company under the Apartment Act.
23. I/We understand 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.
24. I/We agree to pay the Interest Free Maintenance Security (IFMS) deposit @ Rs.463/- per sq. mt. / (Rs.43/- per sq. ft.) to the Company at the time of offer for fit-out. The said amount of IFMS shall be transferable to the Residents' Welfare Association (RWA)/Apartment Owner's Association (AOA) at the time of termination or handover of maintenance of the said Complex.
25. I/We understand and agree 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/GDA/Statutory or other Local Authority, I/we shall be liable to pay my/our proportionate share for the same. In future if the appropriate authorities impose any such tax due to this transaction, the I/we hereby agree that I/We shall stand liable for payment of the same and all times indemnify and keep harmless to the Company.
26. I/We hereby agreed understood and declared that the Sale/ Sub Lease Deed of the Said Apartment shall be executed and registered in my/our favor after the Said Apartment has been constructed at the site, after receiving total consideration/additional charges/interest, if any and after receipt of Completion Certificate from the competent authority. It is further agreed that other connected expenses/charges i.e. cost of Stamp Duty for registration of the Sub Lease/Sale Deed, registration charges/court fees, other miscellaneous expenses, Advocate's legal fees /charges etc. shall be borne and paid by me/us. I/We 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 of Parking space(s) and Agreements for maintenance, electricity and power back-up etc. shall be paid and borne by me/us.
27. Subject to the terms and conditions of this booking and upon subsequent execution of Apartment Buyers' Agreement and the /Sale/ Sub Lease Deed, I/we 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 Carpet Area of the Said Apartment to the total Carpet Area of all apartments in the Said Building/Said Complex, as the Company may decide as per U.P. Apartment Act.



- (iii) Exclusive right to use the Parking Space(s) (without any ownership right) for parking of vehicles only and for no other use whatsoever. I/We hereby acknowledge 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. I/We agree that I/we shall not have any claim, right or interest, whatsoever in respect of any other Parking space(s) save and except the Parking space(s) allocated to me/us. 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. Undivided proportionate interest in and right to use the Common Areas and Facilities within the Said Complex only since my/our interest of Allottee(s) in the Common Areas and Facilities (as listed in Part A and Part B of Annexure –IV of the Agreement) is undivided and cannot be separated, subject to timely payment of Maintenance Charges to the Apartment Owners' Association/ Maintenance staff without causing any inconvenience or hindrance/annoyance to them.
- (iv) Right of usage of the Club subject to fulfillment of the terms and conditions.
28. I/We fully understands that the sale consideration is for the Carpet Area of the said apartment, which will be sub-leased, as mentioned herein the properly known as 'Total Area'. That all other rights, excepting what have been mentioned including easement rights, open spaces, unsold apartments/apartments, unsold parking spaces, spaces for recreational facilities, spaces for public amenities, community, clubs, storage 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 at any point of time at its sole discretion. That the dimensions, shown in the broucher, map or any other document have been calculated on un-plastered wall to 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. I/We acknowledge 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 rest 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.
29. That the contents of said Apartment along with connected structural part of the building shall be insured against the fire, earthquake etc. by me/us at my/our 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. I/We will pay all charges towards insurance either by me/us individually or through society collectively, if so formed for maintenance of the Said Building/Said Complex.
30. I/We agree and undertake to pay all Government rate, tax on land, municipal tax, property taxes, 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 then I/we shall pay directly to the Governmental Authority and if the Said Apartment is not assessed separately, I/we 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 me/us.
31. I/We have paid part payment towards total Basic price of said Apartment along with applicable service tax/GST at the time of registration of said Apartment, the receipt of which Company doth hereby acknowledge and I/we agree 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.
32. I/We agree and confirm that out of the total amount(s) paid/payable by me/us for the Said Apartment and the Parking space(s), 10% 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, I/we fail to perform any obligations or commit breach of any of the terms and conditions, mentioned in the Application/Booking Form and/or the Agreement including, but not limited to the occurrence of any event of default as stated in this Booking Booklet and/or the subsequent Agreement and my/our failure to sign and return the Agreement, in original, to the Company within 30 days of hand over/dispatch of the Agreement, then it will be considered as deemed cancellation on my part and Company is authorized to forfeit the Earnest Money. Thereafter I/we 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.

33. I/We confirms that I/we have full knowledge that the earlier the entire project was mortgaged to ECL Finance Limited (ECLFL) and all the booking amount/sale consideration (other than VAT and Sales Tax) by whatsoever name called were deposited in the Escrow Account with HDFC Bank Limited in the name and style of "Saya Homes Private Limited- Escrow A/C" bearing Account No. 00030350020674." However, w. e. f. 11.04.2018 Company has availed the facility of Escrow Account with Yes Bank Limited in the name and style of "Saya Homes Coll Escrow Acc Ph I" bearing Account No. 003866200000242 for Phase-I and Saya Homes Coll Escrow Acc Ph II bearing Account No. 003866200000292 for Phase-II, for Phase I and Phase II respectively.

All the booking Amount/ Sales Consideration (other than VAT and Sales Tax) by whatsoever name called shall be deposited in the Escrow account with Yes Bank Limited in the name and style of "Saya Homes Coll Escrow Acc Ph I" bearing Account No.003866200000242 for Phase-I and Saya Homes Coll Escrow Acc Ph II bearing Account No. 003866200000292 for Phase-II, for Phase I and Phase II respectively.

I/We 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 Local Cheque(s)/Pay Order/Demand Draft/RTGS or NEFT (direct transfer in Company's Escrow a/c) in favour of "Saya Homes Coll Escrow Acc Ph I" bearing Account No. 003866200000242 for Phase-I and Saya Homes Coll Escrow Acc Ph II bearing Account No. 003866200000292 for Phase-II, for Phase I and Phase II respectively payable at New Delhi/or Ghaziabad.

I/We also understands and agrees to remit the due instalments after deducting tax at source @1% as required under Section 191A of the Income Tax Act, 1961, in case the sale consideration of the said apartment is Rs.50,00 Lacs or above. I/We further agrees to submit the relevant TDS Certificate in respect of such TDS with the Company for necessary records.

34. That I/we 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. I/We have agreed that in the event of any failure on my/our part to comply with the applicable Laws, I/we shall be liable for any action under Law. I/We 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 my/our behalf 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 my/our favor only.
35. I/We agree and authorize the Company to adjust/appropriate all payments that shall be made by me/us under any head(s) of dues against outstanding heads in my/our name/s and I/we 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.
- 36.(i) I/We agree that time is essence with respect to payment of total Basic Price and other additional charges, deposits and amounts payable by me/us as per booking booklet and Apartment Buyers' Agreement and/or as demanded by the Company from time to time and also to 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 me/us 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 me/us.

I/We also understand and agree 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 booklet/Apartment Buyer Agreement by me/us, the allotment may be cancelled by the Company, the 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 @ 12% per annum shall be charged from the due date of installment (without considering the grace period). I/We understand that grace period can be enjoyed in one or maximum two installments during overall schedule and I/we should not treat it as obligation 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 then prevailing rates or charging interest @ 12% per annum, whichever is higher.

- (ii) In case I/we want to avail the loan facility from my/our 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 me/us.
- (b) It will be my/our exclusive responsibility to get the loan sanctioned and disbursed as per the Company's payment schedule. 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 me/us, failing which, I/we shall be governed by the provisions contained in clause 31 (i) above.

That I/we have 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.

37. The Project shall be developed in phased manner and every such registered Phase shall be considered a standalone real estate Project. The Unit bought by me/us is in TOWER and Phase of the Project. It is made clear by the Promoter and I/we agrees that the said Unit along with covered parking (if any) shall be treated as a single indivisible unit for all purposes. It is clarified that Project's facilities and amenities shall be available only for my/our use and enjoyment of the Project in conformity with the relevant density norms and according to the concerned act, rules, regulations and bye-laws in respect thereof. It is clarified that the common facilities, amenities, services to be provided for my/our use and enjoyment of this phase have been provided in conjunction with other phases as part of large real estate Project on sharing and proportionate basis. I/We understand and agree that the common facilities, amenities, services within the large real estate Project will be made available for my/our use and enjoyment of a particular phase jointly with Occupant(s)/Allottee(s) of other phases within the large real estate Project and I/we agree to use such common facilities, amenities, services without causing any hindrance/obstruction to Occupants/Allottees of other phases of the large real estate Project.

38.(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 + 6(six) month's fit out period, 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 my/our part to abide by all or any of the terms and conditions of the booking / agreement.

(ii) In case 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, I/we agree and consent that I/we shall have no right to raise any claim, compensation of any nature, whatsoever for or with regard to such suspension.

I/We agree and understand that incase of 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. I/We agree that I/we 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 me/us shall continue to remain with the Company and I/we 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, I/we may, if so desire, become a party along with the Company in such litigation to protect my/our 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 I/we 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 me/us Allottee(s) the amounts received from me/us without any interest or compensation and the decision of the Company in this regard shall be final and binding on me/us save as otherwise provided herein, I/we 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 GDA 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 GDA/Authority concerned shall not be considered the delay on the part of the Company.
39. 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 fit-out of the Said Apartments in that block to me/us. The construction of the remaining towers/blocks will be on-going and may take further time to reach the completion. I/we will have to take possession of Said Apartment as and when it will be offered to me/us and I/we 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 me/us 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 me/us. For removal of doubts it is hereby cleared that once the company applies for completion certificate the building shall be considered as complete. The delay on account of authorities to issue CC shall not be the delay on a/c of builder.

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 I/we 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 me/us and a Fit out Period of half-year will commence from the date of 'Offer for fit-out'. 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/Sale 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/Sale deed of the Said Apartment. The job of final fittings in the Said Apartment will take around 30 days' time.

40. I/We understand and agree that until a sub lease/sale 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 me/us even if all the payments have been received by the Company. It is further clarified that the Company is not constructing apartments as a contractor for me /us. 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/Sale deed. The Company shall have first lien and charge over the said Apartment for all its dues that may/become due and payable by me/us to the Company.

Upon receiving Offer for fit-out from the Company I/we shall within the time stipulated by the Company take possession of the Said Apartment from the Company by executing sub Lease/Sale deed, necessary indemnities, undertakings, maintenance agreements and such other documents 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 me/us, provided that I/we am/are not in breach of any terms of the booking / agreement. If I/We 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 my/our risk and cost and the Company shall have no liability or concern thereof. Further it is agreed by me/us that in the event I/we fail 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 me/us in taking possession of the Said Apartment in the manner as stated in this clause on the condition that I/we shall pay to the Company holding charges @ Rs.301.92 per sq. mt. (Rs.28/- per sq. ft.) of the Carpet 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. I/We 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 me/us. 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 I/we agree 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, I/we shall have no right or claim in respect of any item of work in the Said Apartment, which I/we 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.

41. 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 I/we not being in default/breach of the terms and conditions set out in Application/Apartment Buyers' Agreement, the Company shall pay to me/us Allottee(s) delayed possession charges @ Rs.86.11 per sq. mt. (Rs.8/- per sq. ft.)/ Rs.247.57 per sq. mt. (Rs.23/- per sq. ft.)/ Rs.495.14 per sq. mt. (Rs.46/- per sq. ft.) per month in respect of 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 + 6 months' fit out period) or such extended periods provided that all due installments from me/us were received in time or paid by me/us along with interest for late payment within extended time frame allowed by the Company. I/We agree and confirm 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/Sale Deed of the Said Apartment to me/us first named.
42. After the execution/registration of sub lease/sale deed in my/our name(s), I/we shall be considered as the owner(s) of the Said Apartment. The final touch in the said Apartment shall be given only after my/our confirmation that I/we have got the registration of sub Lease/Sale deed in my/our favour. The start of final installations in Said Apartment shall be deemed as per my/our consent 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. I/We 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 me/us even if the keys of the Said Apartment were not taken back.

That in case I/we approach at the expiry of the fit-out period when the scope of 30 days for final touch is not left, the final touch will be given to the Said Apartment within additional 30 days' time but the maintenance charges shall commence in accordance with the date given in the offer for fit-out.

43. 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. I/We 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. I/We further undertake 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. I/We understand and agree 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. Further I/we undertakes to pay maintenance charges for the initial 12 (twelve) months in advance to the Company.

It is further specifically clarified that the draft Maintenance Agreement is merely an indicative Maintenance Agreement that is proposed to be entered into with me/us 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, I/we 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.

44. That at the time of handing over the maintenance of the complex to the RWA the following will be handed over to the RWA:
- all the existing lifts, corridors, passages, underground and overhead water tanks, fire-fighting equipments with motor rooms; and
 - Single Point Distribution system with all liabilities, Gen-sets, Gates with intercom, lift rooms at terrace and other area falling under the common areas.

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.

I/We 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. I/We shall indemnify the Company against any action, damages or loss due to misuse for which I/we shall be solely responsible.

I/We shall not in any case/condition, raise any construction temporary or permanent in or upon the Said Apartment nor shall make any alteration or addition or sub-divide or amalgamate the Said Apartment. I/We shall not demolish or cause to be demolished any structure of the Said Apartment or any portion thereof and shall also not make or cause to be made any structural additions or alterations of any nature whatsoever in the same or in any part thereof in view of structural safety of the Building. I/We shall not remove the floor, roof and any walls of the Said Apartment including load bearing walls and all the walls, floor, roof and the structure of the same shall remain integral and common with the apartments above, adjoining and below it.

That I/we shall not harm or cause any harm or damage to the peripheral walls, front, side and rear elevations of the Said Apartment or any other portion of the apartment/structure in any form/manner since majority of the structure is of RCC and minimal brick work is proposed. Any Alteration/modification may harm the stability of the entire structure and hence any such act shall be treated as default and the same shall attract disconnection of common services and facilities. I/We shall also not change the color scheme of the outer walls or painting of exterior side of the doors and windows and shall not carry out any change in the exterior elevation and design by causing any addition or alteration in the same or otherwise.

45. 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, I/we agree to permit the Company or the Maintenance Agency to enter into the said Apartment or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, with a view to review and repair any defect. Any refusal from my/our end 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.
46. That the basement(s) and service areas, if any, 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. I/We shall not be permitted to use the said services area and the areas at 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 me/us.
47. 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 I/we 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.
48. That I/we agree and undertake 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. I/We further agree that the Company or the Maintenance Agency shall in no case be held responsible or 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. I/We 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.

I/We shall, after taking possession be solely responsible to maintain the said Apartment at my/our 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. I/We further undertake, assure and guarantee that I/we would not put any sign-board / name plate, neon-light, 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. I/We 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 I/we 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 I/we 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. I/We shall also not remove/temper any wall, including the outer and load bearing wall of the Said Apartment. I/We 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 my/our cost and expenses. I/We shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

49. I/We 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 on account of accident that may occur at the time of inspection during constructions or after construction by me/us or any person accompanying me/us.
50. I/We 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. I/We 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 my/our 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.
51. 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 I/we shall have no right to raise objections or make any claims on this account.
52. I/We understand and agree that the layout plans and maps approved by the GDA are as per its prevailing Building Byelaws with 162473.869 sq. meters main FAR (Floor Area Ratio) with 1620 nos. of dwelling units. Over and above said main FAR, 5% Service FAR and 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 me/us will be required in terms of U. P. Apartment Act, 2010 or any other applicable law.

I/We agrees and understands that in the FAR (Floor Area Ratio) is increased beyond the current applicable FAR of 162473.869 sq. meters 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. I/We further agree and confirm 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 me/us. 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. I/We acknowledge that I/we have 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.

That I/we acknowledge and accept that the Company has full right and also my/our consent under the U. P. Apartment Owners 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 GDA/concerned authority as per their policy/guidelines etc. issued from time to time and such constructed floors/areas shall solely belong to the Company. It is further understood and accepted by me/us that by virtue of such new construction(s) there shall be change in the undivided share of land beneath the tower and there shall be no change in the sale price and/or the area sold, any further.

53. 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/Sale 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.

I/We agrees that no lien or encumbrance shall arise against the Said Apartment as a result of this booking or any money deposited hereunder by me/us. In furtherance and not in derogation of the provisions of the preceding sentence I/we agree 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 me/us from completing the payment of the price of the Said Apartment or performing all my/our 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 Sale/ Sub Lease Deed the Said Apartment shall be free and clear of all encumbrances, lien and charges whatsoever. I/We understand that in case I/we opted for long term payment plan arrangement with any financial institution / bank, the Sale/ Sub Lease of the Apartment in my/our favour shall be executed only after Company receives No Objection Certificate from such financial institution / bank.

54. That I/we agree 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 me/us and such other payments as may be demanded by the Company from time to time. Further I/we agree 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. I/We may obtain finance from any financial institution/bank or any other source but my/our obligation to purchase the Said Apartment pursuant to the Agreement is not to be contingent on my/our ability or competency to obtain such financing and I/we will remain bound whether or not I/we have been able to obtain financing for the purchase of the Said Apartment.
56. I/We further agrees that as may be required by the company, at any stage or consequent to the notification for prescribing the form of model agreement for sale under U.P. Real Estate (Regulation and Development) Rules 2016, I/we shall sign a fresh set of documents including agreement for sale which may be specified under the said rules or Real Estate (Regulation and Development) Act, 2016.
57. Forwarding/Hand-over of the Agreement to the me/us by the Company does not create a binding obligation on the part of the Company or my/us until I/we signs and delivers the Agreement with all the annexure along with the payments due as stipulated in the schedule of payments. If I/we 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 my/our Application 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.
58. That I/we agree and confirm that any rights on the said Apartment are not assignable to any third party. However, the Company may in its sole discretion, subject to applicable laws and notifications or any Government Authority(ies)/its agency/body directions as may be in force, upon receiving a written request from me/us, permit me/us to get my/our name/s substituted, added, deleted in my/our place subject to such terms and conditions as the Company may impose. I/We shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination(s)/transfer/assignment.
59. I/We agree 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 me/us 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. 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.

60. (a) I/We agree and understand 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).
- (b) I/We further understand that the Maintenance Agreement, to acquaint me/us 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.
61. 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/Sale Deed of the said Apartment. I/We agree 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.
62. 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.
63. I/We agree that without prejudice to the rights/remedies available to the Company –
- (a) It may, at its sole option and discretion, waive in writing the breach by me/us of not making payments as per the schedule of payments but on the condition that I/we shall pay to the Company interest which shall be charged @ 12% p.a. from the due date. It is made clear and so agreed me/us 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).
- (b) 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.
64. The Company shall have right to join as an affected party in any suit/complaint filed before any appropriate court by me/us 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. I/We agree to keep the Company fully informed at all times in this regard.
65. I/We hereby covenant with the Company to pay from time to time and at all the times amounts which I am/We are 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.
66. I/We shall bear its own expenses including commission or brokerage to any person for services rendered by such person to me/us 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 I/we 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, I/we shall indemnify and hold the Company free and harmless from and against any or all liabilities and expenses in this connection.
67. I/We agree that the persons to whom 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.

68. All notices to be served on me/us, shall be deemed to have been duly served if sent to me/us at my/our address notified in the Application/ Agreement. It shall be my/our duty to inform the Company of any change in the address, subsequent to the execution of the Agreement, by Registered Post along with address proof failing which all communications and letters posted at the notified address shall be deemed to have been received by me/us.
69. (i) In case there are joint Allottee(s) all communications shall be sent by the Company to the Allottee whose name appears first and at the address given by me/us which shall for all intents and purposes be considered as properly served on all the Allottees.
- (ii) That I/we, will have equal shares in the said Apartment and in case of my/our death, 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 from where I/we have availed home loan. Similarly, in a divorce case or where a dispute arises between me/us, 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.
70. That I/we agree 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 me/us under the terms of the booking and all other defaults of similar nature;
 - ii) Failure to perform and observe any or all of my/our obligations or in case I/we fail 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/Sale 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 increase 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 my/our in the Agreement without prior written consent of the Company;
 - vii) Dishonor of any cheque(s) given by me/us 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 I/we 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 I/we agree and confirm that the decision of the Company in this regard shall be final and binding on me/us;
71. 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 me/us to 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 and brokerage, if any, paid for booking of said Apartment by the Company. I/We acknowledge that upon such cancellation of the Agreement, I/we 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 within a period of 60 days without any interest or compensation on account of cancellation to me/us. 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 me/us.

72. 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 Indirapuram, 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. 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.

Signature

Signature

Signature

First Allottee

Second Allottee

Third Allottee



SAYA HOMES PRIVATE LIMITED

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