

BAYA WEAVER LIMITED

Oh My God! Noida

Plot No. C-3A of situated at Sector - 129, Jaypee Greens, Wish Town Noida, Uttar Pradesh

Application Form for Provisional Allotment of Retail Unit

Date of Booking: [●]	Application No.: [●]
Mode of Booking: Direct/Real Estate Agent [●]	

To,
Baya Weaver Limited
8th Floor, MSX Tower – 2,
Alpha Commercial Belt,
Greater Noida, Uttar Pradesh

Dear Sir/Ma'am,

I/ We wish to apply for the provisional allotment of a Retailunit admeasuring [●]sq. ft. approx. (more particularly described in **Annexure A** and hereinafter referred to as the "Unit") in the upcoming project namely Oh My God! Noida (the "Project")proposed to be developed by Baya Weaver Limited (the "Company" or "Promoter")on a land parcel admeasuring 18,898.00 Sq. Mts. (203416.38 Sq. Ft., 4.67 acres approx.) bearing plot no. C-3A situated at Sector - 129, Jaypee Greens, Wish Town Noida, UP (hereinafter referred to as the"Plot").

As per the tentative carpet area and the Payment Plan (as detailed under **Annexure B**)opted by me/us, I/we am/are enclosing herewith Cheque/Draft No. [●]dated [●]for Rs. [●]/- (Rupees [●]only) drawn on [Bank Name]in favour of the Company, payable at Greater Noida, U.P., as '**Token Commitment Payment**' for the Provisional Allotment which may be treated as part of the sale price for the Unit.

I/We agree and understand that this application does not constitute any definitive allotment or an agreement to sell and merely expresses the intention of the Company to allot the Unit to me/us and I/We shall not become entitled to the final allotment of the Unit only by making this Application. I/We agree and understand that the allotment of the Unit by the Company pursuant to this Application shall be provisional till such time that a registered agreement for sale for the Unit in the standard format provided by the Company is executed by the Company in my/our favor.

I/We have carefully readthe draft agreement for sale and conveyance deeduploaded by the Company on its website and on the web-page of the Uttar Pradesh Real Estate Regulatory Authority (the "UP RERA") and understand my/our obligations and liabilities and the obligations and liabilities of the Company as set forth therein. I/We understand, acknowledge and agree that the terms and conditions laid down in the draft agreement for sale and conveyance deed shall be binding upon me/us and I/We agree to abide by the terms and conditions and the legal implications thereof.

I/We agree to execute all the definitive documents in the standard format provided by the Company as and when necessary for the creation of the rights and subsequent allotment of the Unit and shall strictly adhere to all the terms and conditions stipulated by the Company from time to time.

I/We agree and understand that the allotment of a Unit in the Project, is subject to the terms and conditions, restrictions, and limitations as contained in the (i) Lease Deed dated [●]executed by the New

Okhla Industrial Development Authority (the "**NOIDA**") in favor of JaypeeInfratech Limited and Jaiprakash Associates Limited (the "**Lease Deed**") ; (ii) the sub-lease deed dated September 30, 2013 (the "**Sub Lease Deed**") duly registered as Document No. 12115 in Book No. I, Volume No. 5531 on pages 109 to 188 on September 30, 2013 in the office of the Sub-Registrar, Noida-II, District GautamBudh Nagar, Uttar Pradesh executed by JaypeeInfratech Limited and Jaiprakash Associates Limited in favour of the owner of the Plot being AlisaInfratech Private Limited (the "**Owner**") and (iii) the joint development agreement dated [●] executed between the Owner and the Company for the commercial development of the said Plot in favor of the Company (the "**Joint Development Agreement**").

I/We agree that the allotment of the Unit to me/us is at the sole discretion of the Company and in case the Unit is not allotted to me/us pursuant to this Application for any reason whatsoever, I/we shall not raise any objection or claim damages or challenge the same in a court of law and the amount deposited herein shall be refunded to me/us without any interest within 45 (forty five) days from the date of notice regarding rejection of allotment of the Unit as the case may be.

I/We agree that the allotment of the Unit in my/our favor shall become final and binding upon the Company, upon execution of the agreement for sale by me/us and the Company. If I/We fail to execute the said agreement for sale within the time frame stipulated by the Company, then my/our application shall be treated as cancelled and all the sums/monies paid/ deposited by me/us with the Company shall be refunded without any interest.

I/We have read and understood the terms and conditions for Provisional Allotment of a Unit in the Project as detailed in **Annexure C** herein (the "**Terms and Conditions**") and acknowledge that the Terms & Conditions form a part of this Application and agree and undertake to abide by the same.

I/We have perused the Price List-cum-Payment Plan and agree to pay as per the Payment Plan opted by me/us.

(i).....

Sole /First applicant

(ii).....

Second applicant

(iii).....

Third applicant

Place:.....

Dated:

PERSONAL DETAILS OF APPLICANT

1. SOLE/FIRST APPLICANT

Mr./Ms./
S/W/D/ of
Date of Birth/ Incorporation.....
Guardian's Name (In case of minor).....
NationalityOccupation.....
Resident Status: Resident () Non Resident ()
Foreign National of Indian Origin () Other (Please Specify).....
Mailing Address:
.....
E-mail
Tele No.....Fax No.....Mobile No.....
Permanent Address:
.....
Tele No.....Fax No.....Mobile No.....
Permanent Account No.....
Ward/Circle/Range.....Place where assessed.....

Photograph of
First Applicant
(signed across)

2. SECOND/JOINT APPLICANT: (if applicable)

Mr./Ms./M/s.....
S/W/D/ of
Date of Birth/Incorporation
Guardian's Name (In case of minor)
Nationality
Occupation.....
Resident Status: Resident () Non Resident ()
Foreign National of Indian Origin () Other (Please Specify).....
Mailing Address:
.....
E-mail
Mobile No.....Tele No.....Fax No.....
Permanent Address:
.....
Tele No.....Fax No.....Mobile No.....
Permanent Account No.....
Ward/Circle/Special Range.....Place where assessed.....

Photograph of
Second
Applicant
(signed across)

**ANNEXURE A
DETAILS OF UNIT**

Block/Building/Tower No.: _____ Unit/Apartment No.: _____ Type: _____ Floor: _____	Price of Unit:
Garage/ Covered Car Parking No.: _____	Price for 1: _____ Price for 2: _____
Total Price (in rupees)	_____

A. Payment Plan Opted:

Plan A – Down Payment Plan ()

Plan B – Construction Linked Plan ()

B. Basic Sale Price, Charges and detailed payment plan:

Basic Sale Price per sq. ft.: Rs.....

Less: Payment Plan Discount (%) Rs.....

Balance: Rs.....

Less: Discount by Company (%) Rs.....

Less: Special Discount (%) Rs.....

Less: Other Discount (if Any) (%) Rs.....

Net Basic Sale Price per Sq.ft. Rs.....

C. Price Break-up:

S. No.	Particulars	Area/Unit (A)	Rate Per Sq.Ft./ Per Unit (B)	Total Amount (A x B)
(i)	Basic Sale Price (Carpet Area)			
(ii)	Proportionate cost of common areas			
(iii)	Interest Free Maintenance Security			
(iv)	Garage/Covered Car Parking charges			
(v)	Preferential Location Charges			
(vi)	Taxes			
(vii)	Internal Development Charges			
(viii)	External Development Charges			

(ix)	Electric Sub-station Charges			
			Total Amount	

**ANNEXURE B
PAYMENT PLANS**

PLAN A – DOWN PAYMENT PLAN(12% Rebate on BSP)

S.No.	Particulars	Installment
1	On Booking	[•] % of Price of Unit
2	Execution and registration of Agreement to Sell	[•] %
3	On execution and registration of conveyance deed	[•] %
4	On notice of Possession	[•] %

PLAN B – CONSTRUCTION LINKED PLAN

S.No.	Particulars	Installment
1	On Booking	[•]
2	On Allotment	[•]
3	On execution and registration of Agreement to Sell	[•]
4	On Casting of Ground Floor Slab	[•]
5	On Casting of 5 th Floor Slab	[•]
6	On Casting of 10 th Floor Slab	[•]
7	On Casting of 15 th Floor Slab	[•]
8	On Casting of 20 th Floor Slab	[•]
9	On Casting of 25 th Floor Slab	[•]
10	On Casting of Superstructure	[•]
11	On Commencement of Services	[•]
12	At the time of offer for Possession	[•]

Note:-

1. Cheque/Demand Draft towards consideration of the Unit to be made in favor of "Baya Weaver Limited", payable at par at Greater Noida, Uttar Pradesh or an interbank electronic transfer to the said Current Account No.

M/s BAYA WEAVER LIMITED

HDFC Bank Ltd.,

Ansal Fortune Arcade, K Block, Sector 18, Noida

A/c No. – 00880350000880

A/c Type: Escrow Account

IFSC CODE – HDFC0000088

2. In case, the Cheque comprising booking amount is dishonored due to any reason whatsoever the Application shall be deemed to be null and void and the allotment, if any, shall stand automatically cancelled/ revoked/withdrawn without any notice to the Applicant/intending Allottee(s).

3. Please note that Applications shall be considered as incomplete if not accompanied by the documents listed under the Checklist below.

Check List

1. Booking Amount: Local Cheque / Draft
2. PAN: Copy of PAN Card / Form 60 enclosed.
3. Address Proof: Copy of Passport/Vote Id/Driving License/Electricity Bill/Telephone Bill
4. Memorandum of Association & Articles of Association (For Bookings in the name of Companies)
5. Copy of Passport and Account details: (For NRI's and PIO's to make payment through NRE/NRO/Foreign Currency Accounts only)
6. [•]Photographs with signatures of intending Allottee(s) (signature should be made across the photograph)

ANNEXURE C

BRIEF TERMS & CONDITIONS FOR PROVISIONAL ALLOTMENT OF UNIT IN "OH MY GOD! NOIDA" SECTOR 129, JAYPEE GREENS, NOIDA, U.P.

OH MY GOD! NOIDA

The Terms and Conditions given below are only indicative to enable the intending Allottee(s) acquaint himself with the terms and conditions as will be comprehensively set out in the agreement for sale (the "**Agreement for Sale**") which upon execution, shall supersede the Terms And Conditions set out herein below.

1. The Project is a plotted development of a commercial complex comprising of retail spaces, office spaces, food court, club, service apartments, studio apartments etc., along with ancillary development including common facilities, amenities and other infrastructure proposed to be developed by the Promoter on the Plot.
2. The intending Allottee(s) has made an application for the Provisional Allotment of the Unit in the Project with full knowledge of all the laws/notifications and rules applicable to the Plot in general and the Project in particular, which have been understood by the intending Allottee(s).
3. The intending Allottee(s) has satisfied himself about the interests, rights and title of the Promoter in respect of the Plot on which the Project is being developed has understood the limitations and obligations in respect thereof.
4. The intending Allottee(s) is aware and has reviewed the terms and conditions of the Lease Deed, Sub-Lease Deed and Joint Development Agreement. The allotment of a Unit in the Project, if and when made by the Promoter, pursuant to the accompanying Application shall be subject to the terms and conditions, restrictions and limitations contained in the Lease Deed and Sub-Lease Deed. That the Lease Deed, Sub-Lease Deed and the Joint Development Agreement are available on the website of the UP RERA. The intending Allottee(s) declare that the intending Allottee(s) has/have read and understood the same and pursuant to the same has applied for the allotment of the Unit and has undertaken to abide by the terms and conditions, restriction and limitation etc. contained therein.
5. The intending Allottee(s) has also reviewed and accepted the sanctioned plans, layout plans and specifications of the buildings and the common areas within the Project (the "**Project Plans**"), as uploaded by the Promoter on the website of the UP RERA. The intending Allottee(s) has, in token of his understanding and acceptance of the Project Plans and the Promoter's right to develop and sell the various developments of this Project in accordance with the Project Plans, signed the Application Form and the intending Allottee(s) undertakes not to raise any dispute/claim against the Promoter in this regard. The intending Allottee(s) further accepts and agrees to abide by the terms and conditions prescribed by the NOIDA, UP RERA and/or such other competent authority.
6. The intending Allottee(s) has applied for Provisional Allotment of a Unit in the Project and clearly understands that the allotment of a Unit by the Promoter shall be purely provisional till such time that the Agreement for Sale in respect of the Unit in the standard format provided by the Company and also uploaded on the website of the UP RERA, is executed by the Promoter in favor of the intending Allottee(s).
7. The intending Allottee(s) agree and understand that the Provisional Allotment of the Unit by the Promoter pursuant to this Application shall not be construed as a sale or conveyance under any applicable law and the title to the Unit proposed to be allotted shall only be transferred to the

intending Allottee(s) when (i) a registered tripartite conveyance deed for the Unit in the standard format provided by NOIDA is executed by the Promoter, NOIDA and the intending Allottee(s) and (ii) the intending Allottee has discharged all its obligations including payments of the entire sale price for the Unit and other applicable charges/dues as mentioned herein and in the Agreement for Sale.

- 8.** The intending Allottee(s) understands, accepts and agrees that the sale price of the Unit shall be paid by him to the Promoter in accordance with the Payment Plan. The Token Commitment Payment paid by the intending Allottee(s) along with this application shall be adjusted in the sale price of the Unit.

The intending Allottee(s) agree and acknowledges that the sale price is inclusive of taxes and all taxes and statutory levies presently payable in relation to Unit/Plot have been proportionately included in the price of the Unit. However, in the event of any increase/ decrease and/or any fresh tax, service tax, charge, cess, duty or levy by the Government or any other statutory authority, the same shall be payable by or refunded, as the case may be, to the intending Allottee(s) on pro-rata basis. Any charges on account of external electrification as demanded by Noida Power Authority or any competent authority shall also be additionally payable by the intending Allottee(s).

The sale price mentioned in the Application may be subject to the change due to any escalation as per the Reserved Bank of India prices indices as published in the RBI monthly bulletin for steel, cement, fuel, power and other building and construction material and labour as the basis of such computation.

- 9.** The intending Allottee(s) expressly agrees to adhere to and undertake only such activities, services, vocations as listed out and permitted by NOIDA on the Plot and shall not act in derogation of any law, rules or notifications pertaining to such restrictions.
- 10.** The intending Allottee(s) shall pay to the Promoter the entire consideration for the Unit, in a timely manner, as per the Payment Plan opted by the intending Allottee(s).
- 11.** The intending Allottee(s) agree and acknowledges that in respect of payment of any installments or other charges or dues payable to the Promoter time shall be of the essence. It shall be incumbent upon the intending Allottee(s) to comply with the terms of payment under the Allotment Letter and/or Agreement for Sale, any other terms and conditions of allotment and the terms of the Sub- Lease Deed as may be applicable.
- 12.** In case, at any stage, the intending Allottee(s) seeks cancellation of allotment and/or refund of the amount deposited, without there being any default on part of the Promoter, the Promoter may at its discretion forfeit the Token Commitment Payment and refund the balance amount, if any.
- 13.** The allotment of the Unit is at the discretion of the Promoter and the Promoter has a right to reject any offer/application without assigning any reason. In the event the Promoter decides to reject any offer/application for allotment of Unit, the Promoter shall not be obliged to give any reason for such rejection and any such decision of the Promoter rejecting any offer/application for allotment of Unit shall be final and binding.
- 14.** The intending Allottee(s) understands and agrees that under no circumstances, the payments made in terms of the application for the Provisional Allotment shall be construed or deemed to create, in any manner / whatsoever, a lien on the Unit in favour of the intending Allottee(s). The

intending Allottee(s) clearly understands that the ultimate transfer of the Unit in favour of the intending Allottee(s) is contingent on the payment of the complete sale price and all outstanding dues and the due and faithful performance by the intending Allottee(s) of all its obligations agreed and undertaken herein and in the Agreement for Sale/conveyance deed.

- 15.** In case of joint intending Allottees, all communication shall be sent to the intending Allottees, whose name appears first and all the addresses given by him, which shall for the purposes be considered as served on all the intending Allottees and no separate communication shall be necessary to the other named intending Allottee(s) and no separate notification notice is required by all the co-intending Allottees. Further, it shall be the responsibility of the first named intending Allottee to inform the Promoter in writing by Registered A.D./UPC/Courier post about any subsequent changes in its mailing address, if any, failing which all demand notices and letters posted at the latest address available with the Promoter will be deemed to have been received by the intending Allottee(s) within 5 (Five) days from the date of dispatch of the letter or receipt of the letter by the intending Allottee(s), whichever is earlier. The Promoter on its part shall accordingly be bound to inform the first named intending Allottee of any change in the Promoter's address from the one given above.
- 16.** The intending Allottee(s) agrees that if as a result of any legislation, order or rule or regulation made or issued by the Government, or any other authority or if the competent authority refuses, delays, withholds, delays or denies the grant of necessary approvals for the Project or building(s) or if any matters relating to such approvals, permissions, notices, notifications by the competent authority(ies) becomes the subject matter of any suit/ legal proceeding before a competent court/authority and the Promoter, after the final allotment, is unable to deliver the Unit, the intending Allottee(s) agrees that the Promoter shall refund all amounts received by it from the intending Allottee(s). The intending Allottee(s) shall not raise any dispute or claim whatsoever, in this regard.
- 17.** If the intending Allottee(s) fails to execute all copies of the standard Agreement for Sale and return the same thereafter, the Promoter within 30 (Thirty) days from the date of its communication by the Promoter, then this Application Form shall stand cancelled/terminated at the sole discretion of the Promoter and the Token Commitment Payment shall stand forfeited to the Promoter and the intending Allottee(s) shall be left with no right, interest or claim in the said Application Form, the Unit and the Promoter shall, thereafter, be entitled to re-allot the Unit to any third party.
- 18.** That for all intents and purposes and for the purpose of the terms and conditions set out herein, singular includes plural and masculine includes the feminine and neuter gender.
- 19.** All or any dispute arising out of or touching upon or in relation to these broad terms and conditions of this Application Form in respect of the Unit or its termination, including the interpretation and validity 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 & Conciliation Act, 1996 as amended from time to time. The Promoter shall appoint a Sole Arbitrator and intimate the intending Allottee(s) within 30 days of appointment. The arbitration proceedings at the registered office of the Promoter at New Delhi.
- 20.** That the rights and obligations of the Parties under or arising out of this Application Form shall be construed and enforced in accordance with the laws of India. Subject to the above arbitration clause, the Courts at Uttar Pradesh shall, to the specific exclusion of all other courts, alone have the exclusive jurisdiction in all matters arising out of/touching and/or concerning this Application Form, regardless of the place of execution or subject matter of this Application Form.

21. That the general terms and conditions as mentioned above are only illustrative and not exhaustive for the purpose of final allotment.

I/We, the intending Allottee(s) has/have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as shall be comprehensively set out in the Agreement for Sale. I/We are aware that it may not be incumbent upon the Promoter to send out notices/reminders for payments and I/we agree to abide by the terms and conditions as set out herein and in the Agreement for Sale. I/We the above applicant(s) do hereby declare that I /We also understand that the allotment of the Unit shall be subject to the terms and conditions, restrictions, and limitations as contained in the Lease Deed, Sub-Lease Deed and the Joint Development Agreement and I/We undertake to abide by the terms and conditions enumerated therein. I/We, do hereby declare that the above terms and conditions have been read/ understood by me/us and the same are acceptable to me/us. I/We the intending Allottee(s) herein unequivocally agree, affirm and undertake to abide by the terms and conditions as mentioned hereinabove.

(i).....
Sole/First Applicant
Date.....

(ii).....
Second Applicant
Date.....

(i).....
Sole /First applicant

(ii).....
Second applicant

Place:.....

Dated:

For Office Use Only

- 1. Application: Accepted /Rejected
- 2. Mode of Booking: Direct / Real Estate Agent

.....
Authorized Signatory for the Company

.....
Dated