

Booking Booklet

“Saya S Class”

Disclaimer

"All contents and terms & conditions of this document are subject to the provisions of Real Estate (Regulation and Development) Act, 2016 ("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of RERA and Rules and Regulations made thereunder, that content and/or terms & conditions or that part shall be deemed repealed and amended to that extent whatsoever is contrary or inconsistent and provisions of RERA and Rules and Regulations made thereunder shall prevail to that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".

BOOKING BOOKLET

Application for booking of an apartment/flat No. _____, _____ Floor at "Saya S Class", to be constructed at plot no. 10/2 at 10, Vaibhav Khand, Indirapuram (Opp. Indirapuram Habitat Centre), Ghaziabad - 201 014 (U.P.).

Roseberry Developers Private Limited,
Plot No. 10/2, 10, Vaibhav Khand,
Indirapuram, Ghaziabad - 201 014 (U. P.)

Dear Sir/Madam,

- a) It is requested that the applicant(s) may be allot a flat (hereinafter referred as " the said apartment") in the group housing project named as "Saya S Class" proposed to be developed and constructed by Roseberry Developers Private Limited (hereinafter referred to as the "the Company") at Plot No. 10/2 at 10, Vaibhav Khand, Indirapuram (Opp. Indirapuram Habitat Centre), Ghaziabad - 201 014 (U.P.). as per the Company's payment plan i.e. _____.
- b) The applicant(s) encloses herewith a bank draft/local cheque no. _____ dated _____ drawn on _____ for Rs. _____/- in favor of "Roseberry Developers Private Limited-Escrow A/C", payable at _____ as booking amount.
- c) The applicant(s) acknowledges that the Company has provided all the information and clarifications as sought by the applicant(s). The applicant(s) is satisfied with the same. The applicant(s) has also relied on his/her own judgment and conducting enquiry before deciding to apply for purchase of the said apartment. The applicant(s) has not relied upon nor is influenced by any architect's plans, advertisement, representations, warranties, statements of estimates of any nature whatsoever, whether written or oral made by the Company or by any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical conditions of the said complex/said apartment. This application is complete and self-contained in all respects and no oral or any written representation or statement shall be considered constituting part of this application.
- d) The applicant(s) agrees that if the Company allot the said apartment (hereinafter defined) then the applicant(s) agrees to pay the total price (hereinafter defined) and all other amounts, charges and dues as per the payment plan opted by the applicant(s) and/or as and when demanded by the Company or in accordance with the terms of this application (hereinafter defined) which shall be executed by the

Company in accordance with the Company's standard document. The applicant(s) has read and understood the terms and conditions of this application, stated herein after and agrees to the same.

The particulars of the Applicant(s) are given below for the Company's reference and record:

- 1.(i) Sole or First Applicant(s) Mr./Mrs./Ms. _____
S/W/D of _____ R/o _____
Nationality _____ Age _____ Years, Profession _____
Resident Status: Resident/Non-Resident/Foreign National of Indian Origin
_____ PAN _____, Aadhaar No. _____
Address _____
E. mail ID _____ Mobile _____
- (ii) Joint or Second Applicant (s) Mr./Mrs./Ms. _____
S/W/D of _____ R/o _____
Nationality _____ Age _____ Years, Profession _____
Resident Status: Resident/Non-Resident/Foreign National of Indian Origin
_____ PAN _____, Aadhaar No. _____
Address _____
E. mail ID _____ Mobile _____
- (iii) Joint or Third Applicant (s) Mr./Mrs./Ms. _____
S/W/D of _____ R/o _____
Nationality _____ Age _____ Years, Profession _____
Resident Status: Resident/Non-Resident/Foreign National of Indian Origin
_____ PAN _____, Aadhaar No. _____
Address _____
E. mail ID _____ Mobile _____

OR

M/s _____
a partnership firm duly registered under the India Partnership Act 1932, through its partner authorized by resolution dated _____ Shri/Smt. _____
(copy of the resolution signed by all partners required)
PAN/TIN: _____, Registration No. _____

OR

M/s _____ a The Company registered under the Companies Act, 1956/2013 as the case may be, having its corporate identification no.(CIN) _____ and its registered office at _____ through its duly authorized signatory Shri/Smt. _____

_____ authorized by Board Resolution (copy of board resolution along with a certified copy of Memorandum & Articles of Associations required) PAN _____ (Delete whichever is not applicable).

2. DETAILS OF APARTMENT

Apartment No.: _____ Floor: _____ Type: _____ Tower: _____ Total Area: _____ sq. mtr. _____ sq. ft., Carpet Area: _____ sq. mtr. _____ sq. ft.

3. DETAIL OF PRICING

Particulars	Carpet Area (Sq. Mtr.)	Carpet Area (Sq. Ft.)	Rate	Amount (INR.)
Basic Price				
Less Impact of GST Input credit passed on				
Net Basic Cost				
GST @ 12%				
Total Price+ GST				
Additional Charges (payable at the time of possession)				
Installation Charges for Electric Meter				
Installation Charges for Power Back-up				
Club Development Fee (One Time)				
Charges for _____ Car Parking space(additional) at _____ Level				
Preferential Location Charges (PLC)				
Lease Rent @INR. 95/-				
Other Charges				
GST@18%				
Interest Free Maintenance Security Deposit(refundable/transferrable)				
Total other charges + GST				
Total cost of flat (including additional charges + tax)				
Payment Plan	Down Payment Plan <input type="checkbox"/> Flexi <input type="checkbox"/> CLP <input type="checkbox"/> Any other customized plan <input type="checkbox"/>			
Mode of booking	Direct <input type="checkbox"/> Dealer <input type="checkbox"/>			
If through Dealer				
(Name)	(Signature with Stamp)			

First Applicant

Second Applicant

Third Applicant

Notes: -

1. All local cheques/Bank Draft are to be made in favor of **"Roseberry Developers Private Limited-Escrow A/C"** payable at Ghaziabad/New Delhi. Outstation cheques will not be accepted.
2. In case of cheque dishonor, the Company reserves right to cancel the booking without giving any notice to the applicant(s).
3. The provisional booking doesn't convey any right, title or interest of whatsoever nature in favor of intended applicant(s) unless and until Apartment Buyer Agreement is executed in his/her favor.
4. Rates are applicable on Carpet Area.

CHECKLIST

Sl. No.	Particulars	Whether received or not
1	Mode by which booking amount payable	<div> Cash <input type="checkbox"/> </div> <div> Cheque <input type="checkbox"/> </div> <div> Demand Draft <input type="checkbox"/> </div> <div> NEFT/RTGS <input type="checkbox"/> </div> <div> IMPS <input type="checkbox"/> </div>
2	PAN No. (Self-attested)	
3	Aadhaar No. (Self-attested)	
4	<p>If Booking is done on the name of: The Company (MOA & AOA & KYC of Directors)</p> <p>Partnership Firm (Partnership Deed & KYC of Partners)</p>	
5	Photographs	

FOR OFFICE USE ONLY

Mode of Booking : Direct/ Dealer _____
Name of Dealer : _____
Location Booked : _____
Date of Booking : _____
Discount offered : _____
Authorized by : _____
Booklet Filed by : _____
Date : _____
Booklet Checked by : _____
Date : _____
Booklet approved by : _____
Date : _____

Payment Schedule

First Applicant _____

Second Applicant _____

Third Applicant _____

INTERPRETATION OF SOME INDICATIVE TERMS

Apartment Act: means "U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 as amended upto date.

Additional PLC: means the charges payable in addition to the basic rate for the said apartment being additionally preferentially located, which shall be calculated on per sq. ft. based on the Total 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 intended Applicant(s) and the Company.

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

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

Apartment: the said apartment in the project, which is identified by a number, that number is also identifying the floor and block of that unit / 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 the Application.

Area of land: total area of land over which the project is going to be constructed.

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

Carpet Area: means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. Explanation— For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive

use of the applicant(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the applicant(s);

Common Areas & Facilities: means all facilities to be used by all the apartments, 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 rooms, entrance and exit of the complex, water supply, treatment plants, pump house, sewerage systems, common toilets, rainwater harvesting systems etc.

Independent Area: the areas which are not included as common areas for joint use of apartments and may be sold by the Company without interference of other apartment owners.

Limited Common Area & Facilities: those which are reserved for use of certain apartment or apartments to the exclusion of the other apartments.

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

The following are not included in the Total Area:

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

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

- Wealth tax, government rates tax on land, fees or levies of all and any kinds by whatever named called;
- Maintenance Charges, property tax, municipal tax on the Said Apartment;
- Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and conveyance deed etc.
- Taxes and Cesses;
- The installation cost for electric and power back-up meters as well as charges for electric and power back-up connection & consumption;
- Club development fee and club maintenance charges, as applicable;
- Cost of additional parking space(s)/upgradation of parking space(s), if any, allotted to the applicant(s);
- Interest free refundable/transferrable maintenance security deposit, which will be transferred/refunded to AOA at the time of termination of maintenance agreement or transfer of maintenance to the AOA of the Complex; and
- Any other charges (if any) as leviable by the Government from time to time shall be payable by the applicant(s) in addition to the Total Price.

The Company: “Roseberry Developers Private Limited”, the Company registered under the Companies Act, 1956 having its Regd. Office at B7/45, Safdarjung Enclave Extension, New Delhi- 110 029.

Conveyance/Sale Deed: means the deed of conveyance which shall convey title of the said Apartment in favor of the applicant(s) in accordance with Apartment Buyers’ Agreement.

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

Earnest Money: means 10% of the basic cost of the said apartment (exclusive of charges payable on offer for fit out for possession), of the said apartment payable by the applicant(s) and more clearly set out in schedule of payment.

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 / the 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, 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(refundable/transferrable) to be paid by the applicant (s) for the maintenance and upkeep of the Said Complex/Said Building to be paid as per the schedule of payments to the Company @ INR. _____/- (Rupees _____only) per sq. ft. of the Total Area of the said apartment.

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.

Maintenance Agency: means the Company, its nominee(s) or association of apartment owner(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 Agreement: means the agreement executed by the applicant(s) and the Company or the Maintenance Agency nominated by the Company as per the Company's standard format.

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

Non-refundable amounts: means earnest money, interest or brokerage paid or payable by the Company, if any, etc.

Parking spaces: means the exclusive right of the applicant(s) to use the parking space(s) for parking car(s), as described in the Apartment Buyer's Agreement.

Project: means **"SAYA S Class"** at Plot No.10/2 at 10, Vaibhav Khand, Indira Puram, Ghaziabad-201 014, U.P.

Taxes & Cesses: means any or 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.

Terms and Conditions

1. Nature of Booking

- a) This booking form is for proposed flat at - **"Saya S Class"**.
- b) The booking does not convey in favour of purchaser any right, title or interest of whatsoever nature unless and until required documents such as Apartment Buyer's Agreement is executed, and the entire consideration is paid by the applicant to the Company.

2. Mode of Payment

- a) All payments are to be paid through Demand Draft/ Local Cheques or electronic mode only. Demand Drafts/Local Cheques are to be drawn in the favor of **"Roseberry Developers Private Limited- Escrow A/c"**. The applicant(s) must insist for a duly signed receipt from the authorized personnel of the Company.
- b) It is made clear that timely payment (as per opted payment plan) is the essence of this booking. That the schedule of instalments under the opted payment plan shall be final and binding on the applicant(s). In case payment is not received within stipulated period as specified in the opted payment plan and in the event of breach of any terms and conditions of allotment by the applicant(s), the allotment shall be cancelled and 10% of the basic cost of the apartment shall be forfeited and balance amount, if any shall be refunded to applicant(s) without any interest.

- c) That in exceptional circumstances, the Company may, in its sole discretion condone the delay in payment by charging interest @ 12% per annum. In the event of the Company waiving the right of forfeiture and accepting the payment on that account, no right whatsoever, would accrue to any other defaulter allottee (s)/applicant(s).

3. Delayed Payments

Interest at the rate of 12% per annum shall be charged on all delayed payments of installments.

4. Cancellation Charges

- a) That if for any reason booking of the apartment is cancelled by the applicant(s) or by The Company then 10% of the basic cost of the apartment shall be forfeited and balance amount, if any shall be refunded to applicant(s) without any interest
- b) Refund shall be made to the applicant(s) within 90 Days from the receipt of cancellation letter with valid reason for cancellation, after adjusting the earnest money as specified above.

5. Possession

- a) The possession of the allotted apartment will be scheduled by on or before 26th December 2022 subject to timely payment of the total consideration for the allotted apartment including taxes and other charges as agreed herein.
- b) The Company shall handover the possession of the completed flat to the purchaser only on payment of all dues to the Company.
- d) That a written intimation of offer for possession will be send to the allottee(s) by the Company, the fit-out period of one quarter will commence from the date of offer for possession.

6. Change in Drawings / Designs

- a) That the drawings displayed in the site office showing apartment/building are tentative in nature, subject to change by the sanctioning authorities or the Company. The Company reserves right to change the design/s and specification/s due to any unforeseen requirement of authority/the Company.

- b) In case the layout of the apartment is modified resulting into increase or decrease of the total area then the consideration of the apartment shall be revised in terms of guidelines prescribed by the competent authority.
- c) That if for any reason, whether within or outside the control of the Company, the whole or part of the scheme is abandoned, no claim will be preferred, except that money received from the intending applicant(s) will be refunded in full, without interest.

7. Other Terms and Conditions

- a) The terms and conditions as contained in the Apartment Buyer's Agreement shall be applicable and binding over the intended applicant(s) and the Company.
- b) The intended applicant(s) agrees and undertakes to sign the maintenance agreement as per the Company's standard format and to pay the charges contained therein. Further the terms and conditions contained in the maintenance agreement shall be binding on the Company and the Allottee(s).
- c) That the Interest Free Security Deposit shall be payable by the allottee (s) to the Company at the time of offer for possession which shall be transferrable/refundable to Apartment Owner's Association.
- d) That the allottee (s) has/have to pay maintenance charges for 12(twelve) months, as decided by the Company at the time of offer for possession to the Maintenance Body of the project. After the expiry of the above mentioned 12(twelve) months, the intending allottee (s) agrees and undertakes to pay monthly maintenance charges as per the rate agreed in the maintenance agreement.
- e) That the Company shall get single point electric connection for the said building/complex from Paschimanchal Vidyut Vitran Nigam Limited or any other concerned authority and distribute through separate meters to the intending allottee(s) through prepaid system. The intending allottee(s) will get the electric connection for the capacity, as opted by him at the time of booking (minimum 3KVA) @ INR. 15,000/- (Rupees Fifteen Thousand only) per KVA. All expenses towards installation of electric meter and other connected charges shall be borne by the applicant(s).
- f) That the intending allottee(s) may avail 100% power back-up facility (minimum 2KVA) subject to the payment of INR. 20,000/- (Rupees Twenty Thousand only) per KVA towards power back up installation charges at the time of offer for possession. The per unit charge for the power back up (i.e. running cost of the DG etc.) shall payable by the intending allottee(s) at the time of offer for possession.

- g) The Complex, Maintenance & Facilities, Management Services shall be organized by itself, or its subsidiary the Company or any other Agency, so nominated by the Company.

8. Registration and Other Charges

- a). Registration Charges, Stamp Duty, Charges and incidental expenses there to as application at the time of registration shall be payable extra and is to be borne by the intended allottee/applicant.
 - b). Other Statutory taxes as applicable from time to time shall be extra and are to be borne by the intended allottee/applicant. Further, if there any revision in the rates of taxes, levies, charges, compensation, cess, fees etc as assessed and the attributable to the Company as a consequence of Government/Authority or other local bodies order, then the intended allottee/applicant shall pay the same on proportionate basis.
9. That the Apartment shall be used for the residential purpose only. Further, the allottee(s) shall not use the said apartment for any other purpose which may or likely to cause nuisance to Allottee(s) of other apartments in the said complex, to crowd the passages or to use it for any illegal or immoral purpose.
10. That in case of NRI/Foreign National Allottee(s) the observance of the provision of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be responsibility of the Allottee(s).
11. That in case, the allottee(s)/applicant(s) makes any payment to any other person/the Company, except **“Roseberry Developers Private Limited- Escrow A/C”** against his/her/their booked flat, then the allottee(s)/applicant(s) will be solely responsible and liable for the said payment. And the Company shall not be held liable for the same.
12. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said apartment, the same shall be referred to the sole arbitration as appointed by the Parties amicably and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held in the city of Indirapuram, (U.P.), India. The Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force.

13. **Jurisdiction:** The High Court of Allahabad and the Courts subordinate to it alone shall have jurisdiction in all matter arising out of or touching and/or concerning this allotment.

First Applicant _____

Second Applicant _____

Third Applicant _____

Roseberry Developers Private Limited
CIN No.: U45400DL2007PTC167361
Corp.: Plot No. 10/1 at 10, Vaibhav Khand, Indirapuram, Ghaziabad - 201014 (U.P.) India
Site Off.: Plot No. 10/2 at 10, Vaibhav Khand, Indirapuram, Ghaziabad - 201014 (U.P.) India
Registered Off.: B-7/45, Safdarjung Enclave Extension, New Delhi- 110029
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