



**SAS**

*D I V I N E*

DISCOVER *Living*



**ALLOTMENT LETTER**

SAS DIVINE

Vrindavan Yojna, Raebareilly Road, Lucknow.

Allotment Letter

Ref. No.

Dated:

To

Sub: Allotment of a Flat in "SAS DIVINE", situated at 105, Sector 11 Vrindavan Yojna, Raibareilly Road, Lucknow.

Dear Sir/Madam,

Please refer to your application dated ..... for the allotment of a Flat in the Project namely "SAS DIVINE". We are now pleased to allot you a Flat bearing no ..... consisting of Super area admeasuring .....Sq. Meter. Or ..... sq. ft. in the Project (herein "Said Flat") on the terms and conditions for allotment as contained in the Allotment Certificate & Agreement.

This allotment is subject to the terms and conditions of the Allotment Certificate & Agreement detailed below and shall prevail over all other representations, assurances, orally or otherwise, given in the brochures, advertisement, price list and any other sale document and the same shall be binding upon the Allottee/s and the Company.

You are requested to quote the Allotment no. as aforesaid in all future communications with us.

Unit No ..... Floor .....

Area ..... Sq.mt. / ..... sq.ft.

Preferential Location .....

..... Sq.mt. / .....Sq.Ft

Schedule for payment plan attached.

For SAS Global Pvt. Ltd.

Authorized Signatory

Allottee(s)

TERMS & CONDITIONS

This Agreement is made and executed at Lucknow on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

BETWEEN

SAS GLOBAL PVT. LIMITED, a company incorporated under the Companies Act, 1956 and having its office at 14, Station Road, Lower Ground Floor, Opposite SAS HERO, Lucknow, hereinafter referred to as the "COMPANY" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its administrators, legal representatives, assigns and/or successors in interest) of the FIRST PART:

AND

1. Shri/Smt./Ms. \_\_\_\_\_  
Wife/Son/Daughter of \_\_\_\_\_  
Resident of \_\_\_\_\_  
\_\_\_\_\_
2. \*Shri/Smt./Ms. \_\_\_\_\_  
Wife/Son/Daughter of \_\_\_\_\_  
Resident of \_\_\_\_\_  
\_\_\_\_\_

(\*To be filled up in case of joint Intending Allottee(s) hereinafter singly/jointly, as the case may be, referred to as the "INTENDING ALLOTTEE (S)", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their heirs, executors, administrators, successors and legal representatives) of the SECOND PART:

OR

\_\_\_\_\_ a Company incorporated under the Companies Act, 1956, having its registered office at \_\_\_\_\_ (hereinafter referred to as "Allottee", which expression shall, unless repugnant to the meaning or context thereof, mean and include its Successors in Interest and Permitted Assigns)

OR

M/s \_\_\_\_\_, a partnership firm, registered under the Indian partnership Act, 1932, having its office at \_\_\_\_\_ (hereinafter referred to as the "Allottee", which expression shall, unless repugnant to the meaning or context thereof, mean and include its successors in interest and permitted assigns)

OR

\_\_\_\_\_ a Proprietorship concern, having its office at \_\_\_\_\_ (hereinafter referred to as "Allottee", which expression shall, unless repugnant to the meaning or context thereof, mean and include its successors in interest and permitted assigns)  
(The Company and the Allottee are hereinafter individually referred to as the "Party" and collectively as the "Parties".)

In this Agreement, unless it is repugnant to the context or meaning thereof, the expression 'He/His' includes the opposite gender and the singular includes the plural and vice versa. Furthermore, the expression 'He/His' shall be deemed to be modified and read suitably whenever the Intending Allottee(s) is a company, body corporate or a partnership firm or any association of persons and whenever there are more than one Intending Allottee(s).

For SAS Global Pvt. Ltd.

## AND WHEREAS:

- A. The Company has acquired (with the prior written approval of Avas Vikas) and is also entitled to acquire certain lands located in the residential colony, being developed in 105, Sector 11, Vrindavan Yojna, Lucknow (hereinafter referred to as the "Housing Land").
- B. The Company has been duly authorized by Avas Vikas to develop, construct and sell a housing project on the Housing Land.
- C. Pursuant to the authorization of the Company has framed a scheme for development, construction and sale of a housing project in the name and style of 'SAS Divine', comprising of interalia, dwelling units (hereinafter referred to as "Apartments" or "Apartment" or "Residential Unit" or "Unit") to be constructed along with; commercial & facilities (hereinafter referred to as the said "Project").
- D. The Company offered for allotment and sale, the Apartments in the said Project on the terms and conditions contained in Application Form.
- E. The Intending Allottee(s) has applied to the Company for allotment of an Apartment in the said Complex on the terms and conditions incorporated in the Application Form.
- F. The Intending Allottee(s) has taken inspection of the site of the Housing Land; reviewed the Complex lay-out plans; building plans; documents evidencing the right, title and interest of the Company in relation to the Housing Land and all other relevant documents in relation to the Project. The Company has clarified to Intending Allottee(s) that the Complex lay-out plans and the building plans may require modification/alteration/change to suit the aesthetics, convenience, statutory requirements and the Company is empowered in its discretion to carry out such modification/alteration/change until the completion of the Apartments or obtaining of the certificate (if any) required by law for completion or occupancy, whichever is later, without the specific notice or consent of the Intending Allottee(s).
- G. The Company has explained to the Intending Allottee(s) that the purpose of describing the Complex lay-out plans and the building plans is only to indicate the Complex of which an undivided share of Apartments is to be conveyed to the Intending Allottee(s) and also to acquaint the Intending Allottee(s) with the overall picture of the development that may take place in the Complex and that such description of the overall development plan of the Complex is not intended to convey to the Intending Allottee(s) any exclusive right, title or interest in all developments to be developed in the Project or in any land falling outside the Apartments specifically agreed to be constructed in the Project.
- H. The Intending Allottee(s) acknowledges that the Company has readily provided all the information as clarifications as required by him but that he has not relied upon and is not influenced by any, architect's plans sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Housing Land, of the Apartments or the size or dimensions of the Apartments or the rooms therein or any other physical characteristics thereof, the services to be provided to the Intending Allottee(s), the estimated facilities/amenities to be made available to the Intending Allottee(s) or any other data except as specifically represented in this Agreement and that the Intending Allottee(s) has relied solely on his own judgment and investigation in deciding to enter into this Agreement and to purchase the said Apartments. No oral or written representations or statements shall be considered to be a part of this Agreement and that this Agreement is self contained and complete in itself in all respects.
- I. The Intending Allottee(s) has understood and satisfied himself about the rights, title and interest of the Company in the Housing Land and has also satisfied himself about the rights of the Company to develop construct and market the Apartments in the said Project. The Intending Allottee(s) has understood his rights duties, responsibilities and obligations under each and all of the clauses of this Agreement. The rules and regulations, laws applicable to the said Project, terms and conditions of the sale / allotment of Apartments in the said Project, obligations and limitation of the Intending Allottee(s) in respect thereof have been explained by the Company and understood by the Intending Allottee(s). The Intending Allottee(s) is also aware and acknowledges that the Company has entered or shall be entering into separate agreements with other person interested in acquiring the Apartments above, below and adjoining the floor desired to be allotted to the Intending Allottee(s) or elsewhere in the said Complex.
- J. The Company, relying on the representations, confirmations and assurances of the Intending Allottee(s) to faithfully abide by all terms and conditions of this Agreement has accepted in good faith, this application to allot Apartment as per the specifications in clause 1 of this Agreement below.

For SAS Global Pvt. Ltd.

NOW THEREFORE THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DESCRIPTION OF APARTMENT

- 1.1 THAT in pursuance of the application of the Intending Allottee(s) and the allotment letter of the Company, the Company agrees to sell and the Intending Allottee(s) agree to acquire the Residential Unit, Flat No. \_\_\_\_\_, Floor \_\_\_\_\_ having super built up area of approximately \_\_\_\_\_ square meters/ \_\_\_\_\_ square feet in the project named 'Divine' at 105, Sector-11, Virndavan Vojna.

2. PAYMENT OF CONSIDERATION

- 2.1 The Intending Allottee(s) shall pay to the Company the entire consideration for the purchase of the Apartment as per the payment plan in **Annexure B**. The Intending Allottee(s) shall pay the Basic Sale Price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) other charges as per the payment schedule detailed in **Annexure 'B'** out of which the Intending Allottee(s) has paid till date to the Company a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) and the Intending Allottee(s) hereby agrees to pay the balance consideration along with other charges as per payment schedule detailed in **Annexure 'B'**.

- 2.2 The Intending Allottee(s) shall pay the Basic Sale Price and other charges as per the payment schedule in **Annexure 'B'** on the basis of 'Super Built Up Area' which shall mean the covered area, inclusive of the area under periphery walls, area under the columns and walls, area utilized for the services viz. area under staircases, circulation area, walls, lifts, shafts, passages, corridors, lobbies and refuge areas. The basic price of the said 'Unit' is firm.

- 2.3 The Intending Allottee(s) agrees to pay in addition to the Basic Sale Price, preferential location charges as fixed by the Company and in a manner and within the time as stated in the payment schedule detailed in **'Annexure B'**. However, the Intending Allottee(s) agrees that if due to any change in the layout plan, the allotted Residential Unit ceases to be in a preferred location, the Company shall be liable to refund only the amount of preferential location charges paid by the Intending Allottee(s). If due to any change in the layout plan, the allotted Residential Unit becomes preferentially located, then Intending Allottee(s) shall be liable and agrees to pay additional preferential location charges as applicable.

- 2.4 The Intending Allottee(s) acknowledges that the timely payment of installments as indicated in the payment schedule in **Annexure B** is the essence of the Allotment. The Allottee further acknowledges that if any installment is delayed or not paid as per the payment schedule in **Annexure B**, then the Company shall have the right to charge interest at the rate of 18% per annum on the delayed payment for the period of delay. However, if the same remains in arrear for more than 2 (two) consecutive installments (in case of Installment Plan as detailed in **Annexure B**) or it remains in arrear for more than 30 (thirty) days (in case of Down Payment Plan as detailed in **Annexure B**), the allotment will automatically stand cancelled without any further intimation to the Intending Allottee(s) and the Intending Allottee(s) will have no right or lien what so ever on the said Apartment. In such case, the amount deposited up to 10% of the Basic Sale Price of the said Unit, constituting the **earnest money** shall stand forfeited and the balance amount paid, if any, will be refunded without any interest. However, under exceptional and genuine circumstances, the Company may, at its sole discretion, condone the delay in payment by charging interest at the rate of 18% per annum and restore the allotment in case it has not been allotted to someone else. In such a situation, an alternate Unit, if available, may be offered in lieu of the same.

The Intending Allottee(s) further acknowledges that it shall not be obligatory on the part of the Company to send demand notices/reminders regarding the installments to be made by the Intending Allottee(s) as per payment schedule in **Annexure B**.

- 2.5 All taxes and statutory levies existing at the time of execution of this Agreement and payable in relation to Housing Land have been included in the payment schedule in **Annexure B**. However, in case of any further increase and/or any fresh Tax, service tax, charge, cess, duty; levy etc. imposed by the government or other 3131011017 authorities after the execution of this Agreement, the same shall be payable by the Intending Allottee(s) on pro-rata basis.
- 2.6 All other charges mentioned including the External Development Charges (EDC) as detailed in **Annexure B** and Internal Development Charges (IDC) as detailed in **Annexure B** are not included in the Basic Sale Price of the Unit and would be charged extra as demanded by the Company from time to time. Any increase in

For SAS Global Pvt. Ltd.

EDC and IDC and other levies shall be to the sole account of the Intending Allottee(s) only. Any other charges, tax charged by Govt, if applicable, would be payable by the customer as per demand.

- 2.7 Any charges on account of external electrification work, electricity, water & sewerage connection etc. as demanded by the government or any other statutory authorities shall be paid by the Intending Allottee(s)

### 3. POSSESSION OF THE APARTMENT

- 3.1 The Company shall upon obtaining the completion certificate or occupation certificate (if any) required by law from the competent authorities shall offer in writing to the Intending Allottee(s) to take over, occupy and use the Apartment in terms of this Agreement within 30 (thirty) days from the date of issue of such notice and the Company shall hand over the Apartment to the Intending Allottee(s) for his use subject to the Intending Allottee(s) having complied with all the terms and conditions of this Agreement and any other relevant documentation entered into with the Company in relation thereto.

- 3.2 Upon receiving a written intimation from the Company above, the Intending Allottee(s) shall within the time stipulated by the Company in the notice, take over the possession of the Apartment from the Company by executing necessary documentation as the Company may prescribe and the Company shall after satisfactory execution of such documents and payment by Intending Allottee(s) of all the dues under this Agreement permit the Intending Allottee(s) to occupy and use the said Apartment.

- 3.3 If the Intending Allottee(s) fails to take over the possession of the Apartment as aforesaid within the time limit prescribed by the Company in its notice, then the said Apartment shall lie at the risk and cost of the Intending Allottee(s) and the Company shall have no liability or concern thereof. Furthermore, it is agreed by the Intending Allottee(s) that in the event of his failure to take over the said Apartment in the manner as aforesaid, then the Company shall have the option to cancel this Agreement or the Company may, without prejudice to its rights under any of the clauses of this Agreement and at its sole discretion, decide to condone the delay by the Intending Allottee(s) in taking over the possession of the said Apartment in the manner as stated in this clause on the condition that the Intending Allottee(s) shall pay to the Company compensation at the rate of Rs. 5/- per sq. ft. of the super area of the said Apartment per month along with the maintenance charges for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the said Apartment till the entire compensation/penalty with applicable over due interest, if any, at the rates as prescribed in this agreement are fully paid.

- 3.4 The Intending Allottee(s) agrees that the compensation/penalty as stipulated in this clause shall be a distinct charge and payable till such time the said Apartment is put to use by self or on lease and is not related to (but in addition to) maintenance or any other charges as provided in this Agreement. Further the Intending Allottee(s) agree(s) that in the event of his failure to take over the said Apartment within the time stipulated by the Company in its notice, he shall have no right or claim in respect of any item of work in the said Apartment which he may allege not to have been carried out or completed or in respect of any design specifications, building materials or any other reason whatsoever and that he shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the said Apartment/ said Complex.

- 3.5 The Company shall pay to the Intending Allottee(s) an amount at the rate of Rs. 5/- square feet of Super Built up Area per month for any delay on offering possession of the said Unit beyond the period stipulated in clause 3.1 of this Agreement subject to provisions of clause 4 below.

### 4. DELAY IN DELIVERY OF POSSESSION OF THE APARTMENT

- 4.1 The delivery of possession of the said Unit /Apartment, is proposed to be delivered by the Company to the Intending Allottee(s) within 36 months from the date of signing of the agreement or the date of commencement of construction whichever is later with 12 months grace period subject to Force Majeure circumstances, provided all amounts due and payable by the Intending Allottee(s) as provided herein have been paid to the Company. In the event of any default or negligence attributable to the Intending Allottee(s) fulfillment of terms and conditions of allotment, the Company shall be entitled to reasonable extension in delivery of possession of the Apartment to the Intending Allottee(s). Force-majeure includes delay for any reason beyond the control of the Company like non-availability of any building material due to market conditions, war, enemy or terrorist action, natural certificate or any other reason beyond the control of the Company and in case of any of the aforesaid events, the Company shall be entitled to a reasonable extension of time. In case of non-availability of materials at reasonable cost including those materials mentioned in the specification sheet, the Company will be entitled to use alternative/substitute materials without any claim or objection from the Intending Allottee(s).

For SAS Global Pvt. Ltd.

- 4.2 If the delay in the delivery of possession of the Apartment is as a result of any law that may be passed by any legislature or rule, regulation or order or notification that may be made and/or issued by the Government/Court of Law/Public/Competent Authority; then the Company may, at its sole discretion - challenge the validity, applicability and/or efficacy of such legislation, rule, order or notification by moving the appropriate courts, tribunal and/or authority. In such a situation, the money paid by the Intending Allottee(s) in pursuance of this Agreement, shall continue to remain with the Company and the Intending Allottee(s) agrees not to move for or to obtain specific performance of the terms of this Agreement, it being specifically agreed that this Agreement shall remain in abeyance till final determination by the court/tribunal/authority. However, the Intending Allottee(s) may, if he so desires, become a party along with the Company in such litigation to protect Intending Allottee(s)'s rights arising under this Agreement. In the event of the aforesaid challenge of the Company to the impugned legislation/order/rule/regulation/notification not succeeding and the said legislation/order/rule/regulation becoming final, absolute and binding, the Company shall, subject to provisions of law/court order, refund to the Intending Allottee(s), the amounts attributable to the Apartment (after deducting interest on delayed payments, and interest paid, due or payable, any amount of non-refundable nature) that have been received from the Intending Allottee(s) by the Company without any interest or compensation of whatsoever nature within such period and in such manner as may be decided by the Company and the Intending Allottee(s) agrees to accept the Company's decision, in this regard to be final and binding. Save as otherwise provided herein, the Apartment Intending Allottee(s) shall not have any other right or claim of whatsoever nature against the Company under or in relation to this Agreement.
- 4.3 The Allottees' after taking possession of the said unit shall have no claim against the company in respect of any item of work which may be alleged not to have been carried out or completed in the said unit or for any non compliance of designs, specifications, building material or for any other reason whatsoever. All complaints, if any, shall be deemed to have been rectified/removed before taking the possession by the Allottee or his representative.
- 4.4 If for any reason the Company is not in a position to allot the Apartment applied for, the Company shall be responsible only to consider allotment of an alternative property or refund the amount deposited by the Intending Allottee(s) along with simple interest @6% p.a. However, the Company shall not be liable for any other damages/ compensation on this account.

## 5. CONVEYANCE

- 5.1 After completion of said Unit and receipt of full consideration and other charges, if any, payable by the Intending Allottee(s), conveyance documents as per the policy of the Company shall be executed in favor of the Intending Allottee(s) on the format approved by the Company. All expenses towards execution of Conveyance document shall be borne by Intending Allottee(s). That the Intending Allottee(s) shall remain present before the relevant authority at the time of registration of such conveyance documents.

## 6. PROVISION ALLOTMENT

- 6.1 Allotment made to the Intending Allottee(s) shall be provisional, and the Company shall have the right to effect suitable alteration in the layout plan, if and when found necessary. Such alterations may include change in the area, layout plan, floor, block and number of the said unit, and increase/decrease in the Super Built Up Area of said Unit and the opinion of Company's architects on such changes will be final and binding on the Intending Allottee(s). To implement any such change and if considered necessary a supplementary document, may be executed with the Intending Allottee(s). Further, if there is any increase/decrease in the Super Built up Area of the said Unit revised price will be payable / adjustable at the original rate at which the said unit has been booked for allotment. Arrear for more than 30 days (In case of Down Payment Plan), the allotment will automatically stand cancelled without any further intimation to the Intending Allottee(s) and the Intending Allottee(s) will have no right or lien whatsoever on the said Unit. In such case, the amount deposited up to 10% of the Basic Price of the said Unit, constituting the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded without any interest. However, under exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in payment by charging interest at the rate of 18% per annum on the amount outstanding up to 3 months from the due date of outstanding and at the rate of 24% per annum thereafter on the delayed payments/outstanding and restore the allotment in case it has not been allotted to someone else. In such a situation, an alternate Unit, if available, may be offered in lieu of the same.

For SAS Global Pvt. Ltd.

**7. COMPLIANCE WITH APPLICABLE LAWS, NOTIFICATION'S ETC.**

7.1 The intending Allottee(s) has applied for allotment of the said Unit with full knowledge of laws, notifications, rules as applicable to this area and that the Intending Allottee(s) undertakes to abide by all laws, rules, regulations and orders law as may be made applicable to the Apartment. That the Intending Allottee(s) hereby undertakes that he shall comply with and carry out, from time to time after he has taken over for occupation and use the said Apartment all the requirements, requisitions, demands and repairs which are required by the relevant authorities in respect of the said Apartment at his own cost and keep the Company indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

**8. AVAILMENT OF LOAN FACILITY BY THE INTENDING ALLOTTEE (S)**

8.1 In the event the Intending Allottee(s) wants to avail any loan facility from his employer or financial institutions or bank to facilitate the purchase of the said Unit, the Company shall co-operate with the intending Allottee(s) during the financing process subject to the condition that the terms and conditions of the financing agency shall exclusively be binding and applicable only upon the Intending Allottee(s) and the entire responsibility of getting the loan sanctioned and/or disbursed in accordance with the Company's payment plan detailed in Annexure B will rest exclusively on the Intending Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per payment plan in Annexure B, shall be ensured by the Intending Allottee(s), failing which, the Intending Allottee(s) shall be governed by the provision contained in clause 2 as above.

**9. USE OF APARTMENT, TERRACE AND CAR PARKING**

9.1 The Intending Allottee(s) shall not use the Apartment for any purpose other than for residential use or use the same in a manner that may cause nuisance or annoyance to occupants of other Apartments in the said Complex or for any commercial or illegal or immoral purpose or to do or suffer anything to be done in or around the said Apartment which tends to cause damage to any flooring or ceiling or services of any Apartment over, below, adjacent to the said Apartment or anywhere in the said Complex or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The Intending Allottee(s) hereby agrees/indemnifies the Company against any penal action, damages or loss due to misuse for which the Intending Allottee(s)/ occupant shall be solely responsible. If the Intending Allottee(s) uses or permits the use of the said Apartment for any purpose other than residential, then the Company shall be entitled to treat this Agreement as cancelled and to resume the possession of the said Apartment and the Intending Allottee(s) has agreed to this condition. The Apartment Intending Allottee(s) specifically agrees that the use for which the Apartment is purchased shall not be altered without obtaining prior consent in writing from the Company and any change in the specified use shall be treated as a breach of this Agreement entitling the Company to cancel the allotment and forfeit the entire money deposited by the Intending Allottee(s). Thereafter, the Intending Allottee(s) shall not have any right, title or interest in the said Apartment applied herein.

9.2 The Company reserves the right to give on lease or hire any part of the top roof/terraces above the top floor, unless otherwise reserved specifically, of any of the buildings in the said Complex for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes and the Intending Allottee(s) agrees that he shall not object to the same and make any claims on this account.

9.3 The Intending Allottee(s) shall not use or permit the use of the allotted car parking for any purpose other than car parking or use the same in a manner that may cause nuisance or annoyance to occupants of other Apartments in the said Complex or for any commercial or illegal or immoral purpose or to do or suffer anything to be done in or around the said allotted car parking which tends to cause any damage or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The Allottee agrees and confirms that the reserved parking space allotted to him/her shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption and repossession of the said project under any of the provisions. The Intending Allottee(s) hereby agrees/indemnifies the Company against any penal action, damages or loss due to misuse for which the Intending Allottee(s)/ occupant shall be solely responsible. Thereafter, the Intending Allottee(s) shall not have any right, title or interest in the said car parking.

For SAS Global Pvt. Ltd.

10. **ADDITIONS AND ALTERATIONS TO THE APARTMENT**

- 10.1 The Intending Allottee(s) agrees and authorizes the Company to make additions to or put up additional structures in/upon the Apartments and/or structures anywhere in the said Complex as may be permitted by the competent authorities and such additional structures shall be the sole property of the Company which the Company will be entitled to dispose off in any way it chooses without any interference on the part of the Intending Allottee(s). The Intending Allottee(s) agrees that the Company, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures with the existing electric, water, sanitary and drainage sources. The Intending Allottee(s) further agrees and undertakes that he shall after taking possession of the said Apartment or at any time thereafter, not object to the Company constructing or continuing with the construction of the other building(s)/blocks outside/adjacent to the Apartment or inside the said Complex or claim any compensation or withhold the payment under this Agreement, as and when demanded by the Company, on the ground that the infrastructure required for the said Complex is not yet complete.

11. **ALTERATION TO UNSOLD APARTMENTS**

- 11.1 The Company shall have right, without any approval from any Intending Allottee(s) in the apartment/ tower 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 Apartments within the said complex and the Intending Allottee(s) agrees not to raise objections or make any claims on this account.

12. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENTS**

- 12.1 That the Intending Allottee(s) shall, after obtaining the possession of the Apartment be solely responsible to maintain the said Apartment at his/her own cost, in a good repair and condition and shall not do or suffer to be done anything in or to the said Building, or the 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 belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building or pertaining to the Building in which the said Apartment is located, is not in any way damaged or jeopardized. The Intending Allottee(s) further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon-light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Building or common areas. The Intending Allottee(s) shall also not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. Further the Intending Allottee(s) shall not store any hazardous or combustible goods in the said Apartment or place any heavy material in the common passages or staircase of the said Building. The Intending Allottee(s) shall also not remove any wall, including load-bearing wall of the said Apartment. The Allottee further agrees that he shall not fix/install the air conditioners/air coolers or alike equipment at any place other than the spaces earmarked/provided for in the said unit and shall not design or project or open then in the inside passage, common areas or in the staircases. The non-observance of the provisions of this clause shall entitle the Company or the maintenance agency, to enter the Apartment, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Intending Allottee(s). The Intending Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

13. **COMPANY'S RIGHT TO RAISE FINANCE**

- 13.1 THAT the intending Allottee(s) hereby authorizes and permits the Company 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 Housing Land/ Complex/ Apartment subject to the condition that the said Apartment shall be free from all encumbrances at the time of execution of conveyance deed in favor of the intending Allottee(s). The Company/financial institution/bank shall always have the first lien / charge on the said Apartment for all their dues and other sums payable by the Intending Allottee(s) or in respect of any loan granted to the Company for the purpose of the construction of the said Apartment/said Complex.

For SAS Global Pvt. Ltd.

**14. ASSOCIATION OF OWNERS OF INDEPENDENT OWNERS**

- 14.1 The Intending Allottee(s) agrees and undertakes that he shall join any association/society/condominium of owners or Apartments as may be formed by the Company on behalf of owners of Apartments and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Company for this purpose.

**15. MAINTENANCE AGREEMENT AND MAINTENANCE CHARGES**

- 15.1 The intending Allottee(s) shall also sign and execute a separate maintenance agreement with the Company of such maintenance agency as may be designated in this regard, for upkeep and maintenance of the common areas, services, facilities and installations of the Complex, more specifically described in the Maintenance Agreement. The said Maintenance Agreement shall spell out in detail the services and facilities to be provided and maintained in relation to the said Unit.
- 15.2 The Intending Allottee(s) shall pay maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Unit) in the Complex, as determined by the Company or its nominated agency. Maintenance charges shall become payable from the date mentioned in the letter of offer of possession.

**16. MISCELLANEOUS**

- 16.1 The Company shall provide fire safety measures as per existing fire safety code/regulations, and in case of any subsequent legislation, Government order or directive or guidelines, or if deemed necessary by the Company, any further fire safety means are required to be provided, intending Allottee(s) shall pay for the same, on pro-rata basis.
- 16.2 The Intending Allottee(s) shall get his complete address registered with the Company at the time of booking and it shall be his/h<sup>er</sup> responsibility to inform the Company about all subsequent changes, if any, in his address, failing which all demand notice and letters posted at the earlier registered address shall be deemed have been received by him/her at the time when those should ordinarily reach such address. The Intending Allottee(s) shall be responsible for any default in payment and/or other consequences that might occur there from.
- 16.3 In case there are joint Intending Allottees, all communications shall be sent by the Company to the Intending Allottee(s) whose name appears first and at the address given by him in this application, shall for all purpose be considered as served on all the Intending Allottees and no separate communication shall be necessary to the other named Intending Allottee(s).
- 16.4 Any notice shall be sufficiently given if it is in writing and sent by registered post/ courier addressed to the respective address mentioned herein above or such other address as may be subsequently notified by the Company and/or Intending Allottee(s) in writing. Every such notice shall be deemed to have been given or made on the day on which such notice ought to have been received in due course of postal or telegraphic communication. In proving the service of any such notice it shall be sufficient to prove that it was duly addressed and posted or transmitted as aforesaid.
- 16.5 The Intending Allottee(s), if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition / sale / transfer of immovable properties in India etc. and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under the booking application and the buyer agreement. Any refund, transfer of security, if provided in terms of the application/Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Intending Allottee(s) understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange Management Act, 1999, as amended from time to time. The Company accepts no responsibility in this regard. The Intending Allottee(s) shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Intending Allottee(s) subsequent to the signing of this Agreement it shall be the sole responsibility of the Intending Allottee(s) to intimate the same in writing to the Company immediately and comply with necessary formalities, if any, under the applicable laws. The Company shall not be responsible towards any third party making payment / remittances on behalf of any Intending Allottee(s) and such third party shall not have any right in the application /

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- allotment of the said unit applied for herein in any way and the Company shall be issuing the payment receipts in favor of the Intending Allottee(s) only.
- 16.6 The Intending Allottee(s) shall be entitled to transfer the said Unit and/or get the name of his nominee(s) substituted in his/her place with prior approval of the Company and the Company, in its sole discretion, may allow the same on such terms and conditions as it may deem fit and proper, provided the Intending Allottee has paid at least 30% of the total consideration and cleared all dues till that date and on such conditions/ guidelines as applicable from time to time. A charge of Rs. 30000 of the super area of the unit shall be applicable for first transfer.
- 16.7 The Intending Allottee(s) shall bear all the statutory stamp duty and registration costs with reference to the purchase of the Apartment.
- 16.8 Forwarding this Agreement to the Intending Allottee(s) by the Company does not create a binding obligation on the part of the Company or the Intending Allottee(s) until firstly, the Intending Allottee(s) signs and delivers this Agreement with all the annexures along with the payments due as stipulated in the payment schedule in Annexure B within thirty (30) days from the date of dispatch by the Company and secondly a copy of this Agreement executed by the Company through its authorized signatory is delivered to the Intending Allottee(s) within thirty (30) days from the date of receipt of this Agreement by the Company from the Intending Allottee(s). If the Intending Allottee(s) fails to execute and deliver to the Company this Agreement within thirty (30) days from the date of its dispatch by the Company, then the application of the Intending Allottee(s) shall be treated as cancelled and the earnest money paid by the Intending Allottee(s) shall stand forfeited. If the counter part of this Agreement is not executed by the Company and dispatched to the Intending Allottee(s) within thirty (30) days from the date of its receipt from the Intending Allottee(s), then this Agreement shall be deemed to have been rejected and cancelled and all sums deposited by the Intending Allottee(s) in connection therewith shall be returned to the Intending Allottee(s) without any interest or compensation whatsoever. Upon such refund being made neither party shall have any further rights, obligations or liabilities against the other.
- 16.9 It is specifically clarified by the Company to the Intending Allottee(s) that the Apartment being allotted herein by way of this Agreement is non-transferable in nature by the Intending Allottee(s) and the provisional/final allotment that may be made by the Company shall not be assigned, transferred, nominated or conveyed by the Intending Allottee(s) in any manner without prior written consent of the Company which consent may be given or denied by the Company in its sole discretion and shall always be subject to applicable laws and notifications or any directions of the government in force and shall also be subject to the terms, conditions and charges as the Company may impose from time to time in this regard.
- 16.10 This Agreement along with its annexure and the terms and conditions contained in the application 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. The terms and conditions of the application shall continue to prevail and be binding on the Intending Allottee(s) save and except in cases where the terms and conditions of the application are at variance with the terms and conditions of this Agreement in which cases the terms and conditions of this Agreement shall prevail and shall supersede those terms and conditions contained in the application. This 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.
- 16.11 If any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 16.12 The Intending Allottee(s) hereby covenants with the Company to pay from time to time and at all times the amounts which the Intending Allottee(s) is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement.
- 16.13 In case the Intending Allottee(s) has to pay any commission or brokerage to any person for services rendered by such person to the Intending Allottee(s) whether in or outside India for acquiring the said Apartment for the Intending Allottee(s), the Company shall in no way whatsoever be responsible or liable therefor and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Company for the said Apartment. Further the Apartment Intending Allottee(s) undertakes

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to indemnify and hold the Company free and harmless from and against any or all liabilities and expenses in this connection.

16.14 All or any dispute arising out of or touching upon or in relation to the terms of this Application or any other agreement, 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 or any statutory amendments, modifications thereof for the time being in force. The arbitration proceedings shall be held at the registered office of the Company alone, in Lucknow by a sole arbitrator who shall be appointed by the managing director of the Company.

16.15 Notwithstanding anything contained in clause 16.14 of this Agreement, courts at Lucknow shall have the exclusive jurisdiction in all matters out of and/or concerning with this allotment.

I/We declare that the above terms and conditions have been read and understood by me/us the same are acceptable to me/us. (Intending Allottee(s)).

1<sup>st</sup> Applicant Signature

2<sup>nd</sup> Applicant Signature

Place .....

Dated .....

EXECUTED AND DELIVERED BY THE WITHIN NAMED

Witness:

Signature \_\_\_\_\_

Name \_\_\_\_\_

FIRST INTENDING ALLOTTEE (S)

Signature \_\_\_\_\_

Name \_\_\_\_\_

SECOND INTENDING ALLOTTEE (S)

EXECUTED AND DELIVERED BY THE WITHIN NAMED

Witness:

Authorized Signatory

THE COMPANY

For SAS Global Pvt. Ltd.

**ANNEXURE 'A'****SCHEDULE OF PAYMENT**

Name of First Intending Allottee : \_\_\_\_\_

Name of Second Intending Allottee : \_\_\_\_\_

Project & Location : SAS DIVINE  
105, Sector-11, Vrindavan Yojana, Raibareh Road,  
Lucknow.

Type of Unit : Type \_\_\_\_\_  
Residential unit comprising of Drawing-cum-Dining  
+ \_\_\_\_\_ Bedrooms + \_\_\_\_\_ Toilets + One Kitchen  
+ \_\_\_\_\_ Balconies.

Flat No. : \_\_\_\_\_

Floor : \_\_\_\_\_

Super Built-up Area of Unit : \_\_\_\_\_ Sq.ft. ( \_\_\_\_\_ Sq.Mtrs.)

Payment Plan : \_\_\_\_\_

**Statement of Amounts Payable**

Basic Sale Price	Rs.
Preferential Location Charges (PLC)	Rs.
Car Parking (Open)	Rs.
Car Parking (Covered)	Rs.
External & Internal Development Charges	Rs.
Monthly recurring maintenance charge (MRMC)	Rs.
Interest free Maintenance Security (IFMS)	Rs.
Fire Fighting & Power Backup charges	Rs.
Modular Kitchen (optional)	Rs.
Centrally air conditioner (optional)	Rs.
<b>Total Amount Payable</b>	<b>Rs.</b>

\*Service Tax extra as applicable.

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ANNEXURE 'B'

PAYMENT SCHEDULE

Down Payment Plan

At the time of Booking	
Within 60 days of booking	
At the time of offer of possession	

\* Service Tax Extra as Applicable.

Construction Linked Plan

For SAS Global Pvt. Ltd.

**ENDORSEMENT**

This Agreement in respect of:

Floor No. \_\_\_\_\_ Super built-up Area of \_\_\_\_\_ Sqft. (.....Sq.Mtrs.)

In the project SAS DIVINE, 105, Sector-11, Vrindavan Yojana, Raibareli Road, Lucknow, U.P.

I/We, hereby assign all my/our rights and liabilities as the ALLOTTEE (S) under this Agreement in favor of

I/We, hereby accept all the rights and liabilities as the INTENDING ALOTTEE (S) under this Agreement assigned in my/our favor by:



TRANSFEROR

TRANSFeree

The above transfer is hereby confirmed

For SAS Global Pvt. Ltd.

Authorized Signatory

Date: \_\_\_\_\_

For SAS Global Pvt. Ltd.

**ENDORSEMENT**

This Agreement in respect of:

Floor No. \_\_\_\_\_ Super built-up Area of \_\_\_\_\_ Sq.ft. ( \_\_\_\_\_ Sq.Mtrs.)

In the project SAS DIVINE, 105, Sector-11, Vrindavan Yojana, Raibareli Road, Lucknow, U.P.

I/We, hereby assign all my/our rights and liabilities as the ALLOTTEE (S) under this Agreement in favor of

I/We, hereby accept all the rights and liabilities as the INTENDING ALLOTTEE (S) under this Agreement assigned in my/our favor by:



TRANSFEROR

TRANSFeree

The above transfer is hereby confirmed

For SAS Global Pvt. Ltd.

Authorized Signatory

Date: \_\_\_\_\_

For SAS Global Pvt. Ltd.

Allottee(s)

Authorized Signatory





SAS Global (P) Ltd.

*Corporate Office*

14 Station Road, Lower Ground Floor, Opposite SAS Hero, Lucknow - 226001

D I V I N E

DISCOVER **Living**

