

Sanjar
Gold



SANJAR

BUILDERS AND CONSTRUCTIONS PVT. LTD.

SALE AGREEMENT



Name _____

Town Name _____ Tower No. _____

Unit/Flat No. _____

Size _____

Contact _____

Sale Agreement Sl. No. _____

ALLOTMENT LETTER

This Allotment Letter is made and executed at Lucknow on this _____ Between
M/S. Sanjar Builders and Constructions Private Limited a Company Incorporated under the
Companies Act, 1956 having its corporate office at 203, Grandeur Apartment-V, 93M, Dalibagh,
Lucknow.

Lucknow, through its authorized signatory Sri/Smt. _____

Duly authorized vide Board's resolution dated _____, who has been authorized by
the Board of Directors of the company, vide board resolution dated _____, to sign
and execute this allotment letter (hereinafter referred to as the 'Company' which expression shall
unless repugnant to the context or meaning thereof, mean and include its successors-in-interest
and assigns) of the ONE PART.

AND

1. Shri _____ son/wife/daughter of Shri _____ Resident of _____

JOINTLY WITH*

2. Sri/Smt./Km. _____ son/wife/daughter of Sri _____
_____ Resident of _____

(hereinafter singly or jointly as the case may be referred to as the "Allottee/s") which expression
shall unless repugnant to the context or meaning thereof, mean and include his/her/their
respective legal heirs, legal representatives, administrators, executors and assigns) of the OTHER
PART.

OR

M/s. _____ a partnership firm, duly constituted under the Indian
Partnership Act, 1932, having its office at _____
Acting through its partners viz :

1. Sri/Smt./Km. _____ son/wife/daughter of Sri _____
_____ Resident of _____

For M/s. Sanjar Builders and Constructions Pvt. Ltd.

Authorized Signatory



Allottee/s

2. Sri/Smt./Km. _____ son/wife/daughter of Sri _____
_____ Resident of _____

(Hereinafter referred to as the "Allottee/s" which expression, unless repugnant to the context or meaning thereof, shall mean and include its present partners or the partner(s) who may be admitted subsequently, and their respective legal heirs, legal representatives, administrators, executors and assigns) of the OTHER PART.

OR

M/s. _____ a company incorporated under the Companies Act, 1956

having its registered office at _____

acting through its authorized signatory Sri/Smt. _____

Duly authorized vide Board's resolution dated _____, who has been authorized by

the Board of Directors of the company, vide board resolution dated _____, to sign and execute this allotment letter (hereinafter referred to as the 'Allottee' which expression shall unless repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns) of the OTHER PART.

(Company and Allottees are individually referred to as "Party" and collectively referred to as "Parties".)

For M/s. Sanjar Builders and Constructions Pvt. Ltd.

Authorized Signatory

02

Allottee/s

ON RUPEES 100 NON JUDICIAL STAMP

THIS STAMP PAPER IS ATTACHED WITH THE DEED OF AGREEMENT / ALLOTMENT IN
CONNECTION WITH RESIDENTIAL FLAT/COMMERCIAL SPACE _____
on _____ Floor, Block _____, AT **SANJAR GOLD**, M/S
SANJAR BUILDERS AND CONSTRUCTIONS PRIVATE LIMITED, 203, Grandeur Apartment-V,
93M, Dalibagh, Lucknow - 226 001 (U.P)

For M/s. Sanjar Builders and Constructions Pvt. Ltd.

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Allottee/s

GENERAL TERMS AND CONDITIONS

The Applicant understands and is aware of the manner and the extent of the rights, interest and entitlement of the Company i.e. M/s SANJAR BUILDERS & CONSTRUCTIONS PRIVATE LIMITED w/ corporate Identity Number : U70102UP2013PTC055815 situated at 203, Grandeur Apartment V, 93M, Dalibagh, Lucknow - 226 001 on the Land No. 2D/COMM-01, measuring approximately 4316.45 sq. meters situated at Sector 2D, in Vrindavan Yojna, Part I, Lucknow in the proposed project known as "SANJAR GOLD" allotted by Uttar Pradesh Avas Evam Vikas Parishad, Lucknow, which are briefly reproduced herein below :

1. SANJAR BUILDERS AND CONSTRUCTIONS PVT. LTD. (herein referred to as the company) is entitled to Construct, Develop, Sell, Lease, Sub-lease and manage the areas in the proposed project "SANJAR GOLD" (herein referred to as the "Project") and the company has covenanted to inter-alia develop the project on the project land and to deal with all matters concerning the same.
2. The Applicant agrees that he/she has applied for allotment of said unit voluntarily without any undue influence or dominance from the company and with full knowledge of the laws/notifications and rules applicable to the purchase and acquisition of immovable properties in India and the arrangement pertaining to the said project in particular which have been explained by the company and understood by him/them.
3. The Applicant has seen the relevant documents/papers pertaining to the said project and is fully satisfied that the title of the company to the said land is marketable and that the company has right and authority to develop and construct the said project on the said land after the receipt of necessary permission and approvals from the competent authorities and to a lot specific Units threat to any party(s).
4. The Applicant(s) has applied for a Residential Flat/Commercial Space (as applicable)(herein referred to as "Unit") proposed to be constructed on Project titled "SANJAR GOLD" the said Project. The Applicant(s) undertakes to comply with all the requirement and compliances of the Uttar Pradesh Avas Evam Vikas Parishad, Lucknow or any other government rules and regulations laid down by State of U.P. or any other competent authority. The applicant(s) shall not use the said unit or permit the same to be used for any purpose other than the purpose as sanctioned by the prescribed authority.
5. The Applicant(s) has represented that it has specifically understood and agreed that:
 - (a) The performance by the Company of its obligation under these presents are contingent and bound and regulated upon approvals to be granted by various Statutory Authorities/Local Bodies/Departments (herein referred to as "Authorities") from time to time and subject to all applicable laws/notifications/conditions as imposed by these Authorities.
 - (b) The Company has readily provided, and the Applicant(s) has seen and received to its satisfaction all information and clarifications as required by the Applicant(s) and the Applicant(s) is applying for the said

For M/s. Sanjar Builders and Constructions Pvt. Ltd.

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Allottee/s

unit with full knowledge of all the title, rights and interest of the company and laws, rules, regulation, notifications, etc. applicable to the project. All the queries related to unit, project etc. have already been answered by the Company to the complete satisfaction of the Applicant(s) and no further investigation in this regard is required by the Applicant(s). The Applicant(s) confirms that this Application is irrevocable and cannot be withdrawn. However, if for any reason, The Applicant(s) desires, he can take a refund of the amount paid by him/her within fifteen days from the date of making of his first payment (whether full booking amount or the first token payment) without any deduction from the Company.

- (c) The allotment of the unit is entirely at the discretion of the company. The ownership right of the applicant shall begin only after the full payment is made for Basic Sale Price, all other charges and statutory dues and also when the Registered Conveyance Deed of property is executed.
- (d) The Applicant(s) accepts that the plans are tentative and the area/location of said unit may be changed/varied during the course of construction to the extent of plus/minus Twenty Percent to which the Applicant(s) shall not object. The Applicant(s) further agrees to pay the consideration for increased area, if any and if the area decreases the company will refund the amount or adjust the amount in future installments as the case may be. However, subject to the fact, that if the area increases or decreases by Five Percent, no Amount will be demanded or refunded by the company as the case may be.
- 6. That the Schedule of the Installments under payment chosen shall be final and binding on the Applicant(s) it is made clear that the time for payment is the essence of allotment and the Applicant(s) shall pay to the Company the entire consideration as per agreed Payment Plan annexed hereto.
- 7. That the allotment issued by the company allotting the unit in the said building shall be binding on the Applicant(s) to purchase the same and the Applicant(s) will have to execute all the necessary documents, affidavits, within stipulated time from the date of offer of allotment and /or from the date of communication regarding offer of allotment by company.
- 8. That till the execution of all the necessary documents, affidavits etc. the Applicant(s) shall be deemed to be an Intending Allottee(s). After the execution of these necessary documents the Intending allottee(s) shall be treated/referred to as Allottee(s).
- 9. That a written intimation for completion of unit will be sent to the Applicant(s) and a "Fit Out Period" of one quarter will commence from the date of offer of possession. The said "Fit Out Period" is to take the Virtual/Physical Possession of his own unit after complying with the requisite formalities viz. obtaining NOC from the Accounts Department of company, Registration of Conveyance Deed etc.
- 10. However, if there is delay in handing over possession Virtual/Physical of the Unit after expiry of Fit Out Period due to any other reason(s), the company will pay the Applicant(s), delayed possession charge at the rate of Rs. Ten per sq. ft. per month in respect of covered area of the unit for delayed period only (commencing from the date of expiry of "Fit Out Period") Provided that all the due installment from the

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concerned Applicant(s) were received in time and he has complied with requisite formalities viz obtaining NOC from Account Department of the company, Registration of Conveyance Deed etc.

11. The Applicant(s) has seen, understood and accepted that the tentative Building Plans, Building Designs, Facilities and Specifications, of the said unit as decided by the company, these plans are subject to approval of regulatory authorities. The Applicant(s) agrees that the company may make such variation, additions, alternation and modifications etc. (Which may include changes in the area of the Unit, Floor, Number of Units, Location of the Building and increase/decrease in the number of Car Parking slots allotted to the Applicant(s) therein as may be directed by any competent authority/authorities/architect or otherwise, and the Applicant(s) hereby gives his consent to such variation, additions, deletions, alteration and modification etc.

The drawing shown to customer pertaining to the project in question and the floor plans are on super area basis. This will however, be subject to any modification that may be made by the sanctioning authority or may be necessitated during the course of sanction/construction. That the Applicant hereby agrees that the company will not entertain any request for any change in Construction/Design of any type of the unit. It is clarified that the initial rate of booking of the unit will be applicable on the changed area in case of refund or demand.

12. The company by itself or through its Nominee(s) may raise finance from any bank/financial institution body corporate to finance the building/project and for this purpose further creates an equitable mortgage/English mortgage charge on the project land and area constructed/to be constructed and for such an act, the Applicant(s) hereby gives his consent and authorizes the company to do the same. The company, however assures the Applicant(s) that the said unit, after receipt of the Basic Sale Price and all the other sums due and payable by the Applicant(s), shall render the Applicant(s) unit free from encumbrances created by the company.
13. Any notice, letter or communication to be made, served or communicated to the company shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed to the company at its Registered Address. That any communication/commitment/booking/allotment of the project made by the Broker/Agent/employee of the Company etc. before the date on which this Application is signed by the Applicant(s) will not be applicable/effective in any circumstance. The company shall not be responsible in any circumstance for the consequences of any nature, which may arise out of the communication/commitment made by the Broker/Agent/Employees of the Company etc. It is agreed and understood by the applicant that he has taken care of all communication/proposals/commitments before signing this application. After signing this application all terms and conditions and payment plans etc. mentioned in this application form applicable for the purchase of the said unit by the Applicant.
14. The Applicant(s) agrees and understands that in case the Company is able to get additional FAR, the company shall have the sole right to utilize the additional FAR in the manner it may deem fit including but

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not limited to by making addition to the said building or making additional building in and around the land of the said building in said project and the Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional construction thereof connected with already existing electric, water, sanitary and drainage system of the said building in the said project. The applicant(s) hereby gives his consent for the aforesaid purposes as required under applicable act and hereby acknowledges that the applicant(s) has not made any payment towards the additional FAR and shall have no right to object to any of such constructive activities carried on the said building in the said project

15. All payments by the Applicant(s) shall be made to the company only through Demand Drafts/Account Payee Cheques drawn upon scheduled banks in favour of "SANJAR BUILDERS AND CONSTRUCTIONS PVT. LTD." payable at LUCKNOW only. All cheques are accepted subject to realization only. In case the Applicant(s) make the payment by an outstation cheque then his/her payment would be deemed to have been received on the date the cheque gets credited into the bank account of the company by the bank. Further, the bank charges for outstation clearing and bounced cheques will be charged from the Applicant(s).
16. That the company will allow discount offered by Broker/Agent to Applicant(s) only if it is mentioned on the Application Form and duly approved by the company. Further, the company will not be responsible for any credit note issued to the Applicant(s) or any other commitment whether oral or written made by Brokers/Agent/Any other staff.
17. The Company shall have the first lien and charge in the said unit for all its dues and other sum payable by the Applicant(s)/Allottee(s) to the Company.
18. The Applicant(s) has been explained and has understood that all the payments are to be made by Account Payee Cheques/Demand Drafts only. However, in any case, if the Applicant(s) is adamant to make the payment in cash, the payment shall be received only by the Directors of the Company subject to fulfillment of statutory requirements and the Applicant(s) understands that the cash will not be paid to any other person or representative/manager/broker/employee of the company. This payment will be acknowledged, only if, a valid and authorized receipt has been issued under the signature of any one of the Directors of the company.
19. Since it is a large project the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all the phases. As such the Applicant(s) must take the possession of his/her own unit as soon as it is made available to him for possession. The Applicant(s) should not be having any concern/issues and hereby gives a no objection to the company for constructing or continuing with the construction of the remaining structures of the project or other units adjoining the unit sold to the Applicant(s) or the common facilities.
20. The Applicant(s) understands and agrees that following additional charges over and above the Basic Sale Price shall always be attached to the said unit being purchased as applicable and written in the Application for Booking.

For M/s. Sanjar Builders and Constructions Pvt. Ltd.

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Allottee/s

PLC (Preferential Location Charges) :

Kalindi Park Facing

Road Facing

Swimming Pool/Garden Facing

Preferential Floor

Other Charges :

Society Maintenance

External Electrification

Fire Safety

LSMD (Lump Sum Maintenance Deposit)

Club

Power Backup for 2 KVA

Car Parking (Stilt Covered/Covered/Stilt Open)

And these and all other charges in accordance with the demand raised by the company from time or at the time of offer of Possession as the case may be, shall be paid by the Applicant(s) in addition to Basic Sale Price.

21. The Applicant(s) hereby agrees to pay the Company in timely manner the Basic Cost, Additional Cost, Preferential location charges, other charges etc. as per the **Payment plan opted by the Applicant(s) in Annexure**, which is the essence of the allotment.
22. In addition to the above, the Applicant(s) specifically agrees to pay promptly to the company, Initial working Capital Deposit and the applicable Service Tax, Value Added Tax(VAT), Cess etc. levied/to be levied by the Government on services undertaken/to be undertaken by the Company while constructing or developing the said Unit/Project. The Applicant(s) further agrees to pay directly or if paid by the Company then reimburse to the Company on demand any Government Levies, Property Taxes or other charges etc. leviable in future on the said Land/or Project developed/constructed on the said Land or the said Unit, as the case may be as assessable/applicable in respect of the said unit to the Applicant(s) and the same shall be borne and paid by the Applicant(s) in proportion to the area of the said unit to the area of all the units in the said project as determined by the Company. Further, the Applicant(s) confirms that

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Allottee/s

in case of failure to pay such applicable taxes, value added tax, cess etc. as intimated and demanded by the company on or before the due date, the Applicant(s) hereby authorizes the Company to adjust **(IFMS (Interest Free Maintenance Security) (if any))** against such defaults. Whenever due to such adjustments, the IFMS Deposit falls short of the aforesaid sum, then the Applicant(s) hereby undertake to make good the resultant shortfall within 15 days of demand by the company. If such charges/cost are increases (including with retrospective effect) after the sale deed/conveyance deed has been executed then such charges/cost shall be treated as unpaid price of the consideration amount of the said Unit and the company shall have the first charge/lien on the said Unit for recovery of such charges/cost from the Applicant(s).

23. That the Applicant(s) agrees and understands that if any dues/charges/taxes/fees etc. Whichever is applicable on the part of the Applicant(s) and the same has not been demanded by the company, inadvertently by mistake or by ignorance and it came later to the notice of the company, then the same will be paid by the Applicant(s), as and when noticed and demanded by the company.
24. The Applicant(s) understands and agrees that the total Basic Sale Price (BSP) includes 10% towards Internal Development Charges (IDC) i.e. for Construction/Provision of roads, footpaths, water supply, sewers, drains, tree planting/gardening, street lighting, provision for common service area and for treatment and disposal of sewage, salvage and garbage, or any other internal development work for the said Project.
25. The company may construct at its own cost an appropriate common facilities which shall in due course be transferred to a qualified Owners Association of the said Project, to own, manage and operate such facility on such Terms and Conditions as the company may deem fit at their sole discretion. The Applicant(s) right to use such facility shall at all times be contingent on due and faithful observance by the Applicant(s) of all the rules, bye-laws and conditions as may be notified by such third party, transferee of the company.
26. The Applicant(s) agrees and understands that the Total Price of the Said Unit and other Charges are calculated on the basis of the Super Area of the Said Unit which includes the Covered Area of the Unit, the Area under the periphery walls, Proportionate Area under the common walls, the area utilized for common use, services and facilities. It is understood and made clear that the inclusion of Common Area under Super Area does not give any exclusive right and title to the Applicant(s).
27. In the event of failure on the part of the Applicant(s) to take possession (Virtual or Physical as the case may be) of the unit within Fit Out Period as mentioned above from the date of intimation in written by the company, then the same shall be at the risk and cost of the Applicant(s), and the Applicant(s) shall be liable to pay to the company holding charges at the rate of Rs. Ten per sq. ft. per month.
28. In respect of units of category 'A' the company will give possession of the said space in furnished and equipped condition whereas in respect of the unit of category 'B' the same shall be with the standard equipments, fixtures and fittings as written in the application for Booking.

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Allottee/s

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29. That Ten Percent of the agreed Grand Total as written in the Application for Booking of the Applicant(s) (including Basic Sale Price & all Other charges) shall represent the Earnest Money (hereinafter referred to as "Earnest Money"). The Applicant(s) has fully understood and agrees that in case the Applicant(s) withdraws or surrenders his application for any reason whatsoever at any point of time after fifteen days of receiving of the first token payment, then the company at its sole discretion may cancel/terminate the booking/allotment/application after forfeiting the Earnest Money. The Applicant(s) shall be entitled to refund of the balance amount, if any paid, without interest and compensation whatsoever and the same shall be refunded when and after the said unit is allotted to some other Applicant(s). In case of short fall of the above said Earnest Money, the company shall be entitled to recover the same from Applicant(s).
30. Notwithstanding what is stated herein, the Applicant(s) hereby specifically agrees and acknowledges that the timely payment of installments and also the other charges including registration charges, maintenance charges, any other charges etc, is the essence of the terms of the booking / allotment. The Applicant(s) has agreed that the company may or may not issue / send demands reminders for the payments. Interest at the rate of eighteen percent shall be payable by the Applicant(s) in case of failure to pay the installments and other dues by the due date or as demanded by the company. However, if payment is not received within thirty days from the due date or as demanded by the company, or in the event of breach of any terms and conditions of this application form by the Applicant(s), the allotment will be cancelled at the sole discretion of the company and the Earnest Money paid to the company by the Applicant(s) shall stand forfeited. The balance amount after adjustment of interest payable on unpaid amount, if any, shall be refunded to the Applicant(s) without any interest after the said unit is allotted to some other Applicant(s). In case of short fall, the company shall be entitled to recover the same from the Applicant(s).
31. The company shall undertake the maintenance of the building /project either by himself and /or through a maintenance agency appointed by the company (hereinafter referred to as the "Maintenance Agency"). For this purpose the Applicant agrees to sign a separate Maintenance Agreement which shall contain the full scope of maintenance of the project and shall pay the maintenance charges as decided from time to time by the company and / or the Maintenance Agency (calculated on the super area basis of the said unit). The liability to pay maintenance charges shall commence immediately from the date of offer of possession by the company in the notice of the possession for the said unit to the Applicant(s) irrespective of the actual use or not of the maintenance services by the Applicant(s). Similarly, a separate and additional agreement shall be signed between the company or its nominee for the utility charges towards the scope of facility and utilities provided and cost thereon. Utilities agreement will cover cost of power backup, water, security etc. All the terms and conditions of above agreements along with Unit Buyer Agreement shall be binding on the company and Buyer.
32. The Applicant(s) agrees that in case the Applicant(s) intends to transfer the said unit, at any point of time whether before or after the completion of the building, in favour of any entity nominated by the Applicant(s) (Transferee), the Applicant(s) would apply to the company in the prescribed format of the company (available at the office of the company) along with all prescribed documents and the company

For M/s. Sanjar Builders and Constructions Pvt. Ltd.

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Allottee/s

will at its sole discretion; transfer the said unit in favour of the transferee. Such Transfer shall be affected by the company only after receipt of the administrative charges as prescribed by the company from time to time and the amount due and payable/ unpaid along with interest till the date of transfer, from the Applicant(s) at the time of the transfer.

33. The Applicant(s) agrees that the company shall have the right to transfer ownership of the said project on whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale / disposal / or any other arrangements as may be decided by the company without any limitation, written or otherwise to the Applicant(s) and the Applicant(s) shall not raise any objection in this regard.
34. The company shall not be responsible towards any third party, who has made payments, remittances to the company on behalf of the Applicant(s) and such third party shall not have any right in this unit whatsoever. The company shall issue the payment receipt only in favour of the Applicant(s).
35. The Applicant(s) may, at its own cost, expenses and risk, arrange any loan/funds from any bankers of financial institutions to finance the purchase of the said unit. In case the loan is not granted or is cancelled or withdrawn by the banker/financial institution on any ground whatsoever, the Applicant(s) shall not be entitled to any leverage or concessional treatment from the company. The company would not be a party in any case whatsoever, for any defaults of repayment of above said loan/funds taken by the Applicant(s) from bankers/financers. The Applicant(s) agrees that in case the Applicant(s) opts for a loan arrangement with any financial institution/ bank for the purchase of the said unit in favour of the Applicant(s), it shall be executed only upon the company receiving "No Objection Certificate" from such financial institution/Banks.
36. The Applicant(s) / Allottee(s) undertakes to abide by and comply with all the laws, rules and regulations applicable to the said unit/project.
37. That the provisional allotment under the present document is only with regard to the inner space of the unit. The Applicant(s) shall have no other right, title or interest in any other part of the property and the company shall be free to use the same at its discretion including by letting it out/by raising fund/ adding further construction by connecting the existing utilities/amenities/services etc. to the such newly added construction to which the Applicant(s) shall have no right to object in any manner whatsoever.
38. The Applicant(s) shall not entitled to sub-divide the said unit. However, temporary internal partitions for enjoyment of the said unit shall be permissible subject to the applicable rules, regulations and bye-laws of the concerned authorities and those of maintenance agency, as and when formulated.
39. That in no event and under no circumstances will the maximum liability of the company on any account whatsoever exceed the amount received by the company from the Applicant(s) pursuant to the present document. Nor will the entitlement of the Applicant(s) on all the accounts together, including refund / interest / damages etc. exceed the amount paid by the Applicant(s) to the company.

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40. That the Applicant(s) has further agreed that all rights of ownership of facilities, and amenities and the common areas shall rest solely with the company which shall have the sole right and authority to deal in any manner with such facilities and /or amenities. That the staircases connecting the Upper Basement to the Terrace is common service accessible to all the unit holders. The Applicant(s) will not encroach, occupy alter or block the access to and from the staircases.
41. In case of the Applicant(s) being an NRI or PIO, he agrees that he shall be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 2002 (FEMA), rules and regulation of the Reserve Bank of India or statutory enactments or the amendments thereof and all other applicable laws etc and provide the company with such permissions, approvals which would enable the company to fulfill its obligations under this application. The Applicant(s) agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, the amount paid by Applicant(s) will be refunded by the company without any interest but only after adjusting / forfeiting Earnest Money interest payable on unpaid amount etc. and the allotment shall be cancelled forthwith. The company will not be liable in any manner on such account.
42. The Fire fighting equipment, pollution control devices and/or preventive measures may be installed by the Company in the common area if required by any law/byelaws, order or directions or guidelines of the Government/any statutory body or authority of if deemed necessary by the applicant(s) and the cost thereof shall be chargeable extra from the applicant(s) on pro-rata basis. Further the applicant(s) hereby agrees to pay cost for the individual electricity meter connection to his unit to the company on demand before offer of possession of the said unit.
43. The Applicant(s) agrees that the company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure Conditions which Inter alia include delay on account of non availability of steel and / or cement or other building materials or water supply or electric power or slowdown strike or acute shortage of labour, pollution clearance from the board, different approvals from Govt. Authorities, any legislation, order or rule or regulation made or issued by the government or any other authority. If any matter, approval, permission, notices, notifications by the competent authorities becomes subject of any suit / writ before a competent court, civil commotion, or by reason of war or enemy action or terrorist action or earthquake or any act of God, then the time period required for performance of its obligations shall stand extended. If in the opinion of the company, Force Majeure continues for a considerable time, then the company may in its sole discretion put the construction of the project in abeyance and terminate/alter/vary the terms and conditions of this application/understanding. In case the company cancels the allotment of the said unit, in such case the company shall only be liable to refund the amounts received from the Applicant(s) without any interest or compensation whatsoever.
44. That the fixtures and the fittings of each unit along with the connected structural part of the building shall be insured by the Applicant(s) at his own cost against fire, earthquake etc. The company after handing over the possession of a particular unit shall in no way be responsible for safety, stability etc. of the structure.

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45. The Applicant(s) will have a right to ownership and access to only his unit, after, he has fully paid all the dues and abided by all the terms and conditions mentioned herein and got his Conveyance Deed executed and registered in his favour from the company. Furthermore, the Applicant(s) shall resolve any complaint with regard to the construction or quality of workmanship prior to taking possession of the unit or within 3 months from the date of offer of possession, whichever is earlier, after which all claims would be deemed to be waived by the Applicant(s).
43. All external walls, windows, passages, common areas, other property etc shall never be occupied, and no signage, sign board, neon light, publicity or advertisement material etc. or display board, air-conditioning units or generators, shall be installed in these areas by the Applicant(s) and / or no other activity shall be done which spoils the aesthetics of the building or area, causes noise pollution or in any other way inconveniences to any other party or the company or is illegal or for immoral purposes. For putting names of the various owners, the company will make all the provisions and none of the applicant shall do it otherwise. The Applicant(s) agrees and undertakes that it shall not modify any structure or raise any illegal construction in the said unit, nor encroach upon or occupy any area falling outside the said unit. The Applicant(s) or any subsequent owner or lessee shall at all times provide unhindered access to the unit allotted to him for staff and management of company or maintenance agency for maintenance, checking proper use of space, to avoid any mishap or for any other reason.
44. The Applicant(s) shall, before taking possession of the unit, clear all the dues towards the unit and have the Conveyance Deed for the said unit executed in his favour after paying registration fee / charges, cost of stamp duty, Advocate legal fee, and other charges / expenses.
48. The Applicant(s) should correctly mention his/her permanent account number (PAN) in the application form. The application form should be signed by the person(s), or his/her registered power of attorney, who want(s) to buy the unit under the said project. Similarly, in the case of a company applying for the Unit's, they should sign through authorized personnel enclosing an authority letter/certified copy of Board Resolution.
49. The Applicant(s) agrees and understands that the company is not giving any warranty with regard to the equipment/appliances in the said unit the guarantees /warranty issued by the suppliers/ manufacturer, if any, of the equipments/appliances provided in the said unit will be handed to the Applicant(s) at the time of possession. Thereafter the company shall be absolved of all its responsibilities and liabilities with regard to the functioning, manufacturing, operation of the equipments/appliances installed/kept in the said unit. The company shall not be responsible or liable for any defect, mishap, accident which may occur due to any manufacturing defect, operational defect or otherwise in the equipment/appliances installed/kept in the said unit.
50. The Applicant(s) shall get his/ her /its complete address registered with the company and it shall be his/her/its responsibility to keep the company informed by registered A/D letter about the change of address, (failing which all demands notices and letters posted at the latest address available with the

For M/s. Sanjar Builders and Constructions Pvt. Ltd.

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company will be deemed to have been received by the Applicant(s) within 5 days from the dispatch of the letter. The Applicant(s) will be fully liable for any default in payment and/or other consequences that might accrue there from. That it is hereby clarified that in case of joint purchaser(s) all communications, demand notices, termination/cancellation letter, refund, etc. shall be sent by the company to the Applicant(s) whose name and address appears first and which shall for all purposes be considered as served on all the Applicant(s) and no separate communication will be made or sent to the other named Applicant(s).

51. That any amount paid by the Applicant(s) shall first be adjusted towards earlier outstanding payments such as unpaid or partly paid installments, interest or other outstanding amounts, if any.
52. The company reserves the right to cancel the allotment of Unit(s) in case the allotment is obtained through misrepresentation and suppression of material facts. The company's decision in this regard shall be final.
53. The Applicant(s) hereby covenants with the company to pay from time to time and at all times, the amounts which the Applicant(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of bookings and sale to keep the company and its agents and representatives, estate and effects indemnified and harmless against all payments and observance and performance of the said covenants and conditions and also against any loss or damages that the company may suffer as result of non-payment, non-observance or non-performance of the said covenants and the conditions by the Applicant(s) as mentioned in the application. The Applicant(s) has fully read and understood the above mentioned terms and conditions and agrees to abide by the same.
54. That the General Terms And Conditions as mentioned above are not exhaustive for the purpose of final allotment of the unit to the Applicant(s) and may further be supplemented and/or amended in the terms and conditions of allotment letter. If due to any change in rulings/guidelines/notifications provision(s) of any Bye-laws of the UTTAR PRADESH AVAS EVAM VIKAS PARISHAD and /or any other concerned authority, which affects / delays/ the execution of Conveyance Deed / for the unit mentioned in this application in favour of the Applicant(s) /Allottee(s). In such case, the Applicant(s)/Allottee(s), shall be bound to abide by such changes made by such authorities. In such a circumstance where the Company is legally forbidden to perform his obligation towards the execution or registration of Conveyance Deed, the company shall not refund any amount to Applicant(s) / Allottee(s). The company and Applicant(s) / Allottee(s), shall show due act their best in pursuance of the laws/ rules/ guidelines/bye-laws etc. related to execution or registration of the Conveyance Deed as applicable and in force. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by the Applicant(s) that reference shall be made to the detailed terms of the allotment letter.
55. That the company shall continue to have, as before, the right to make additions raise storeys or put up additional structures as also to connect the electric, water, sanitary and drainage fittings on the additional structures/storeys with the existing electric, water, sanitary and drainage sources at its own

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cost as may be permitted by the competent authorities. Such additional structures and storeys shall be the sole property of those as decided by the company. The Applicant(s) hereby gives consent to the same and agrees that he shall not be entitled to raise any objection or claim at any time in respect thereof.

56. Singular shall mean and include plural and masculine gender shall mean and include the feminine gender wherever applicable.
57. The Applicant(s) agrees that, in the event of any dispute of difference arising out of or touching upon or in relation to the terms of this application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Applicant(s) and the company, these shall be referred by any party for adjudication, to a sole arbitrator to be appointed by the company, whose decision shall be final and binding upon the parties. It is understood that no other person or authority shall have the power to appoint the arbitrator. The arbitration proceedings shall be conducted in accordance with Arbitration and Conciliation Act, 1996, or any statutory amendments/modifications thereof for the time being in force. The arbitration proceeding shall be held at Lucknow only.

That the present document is neither tantamount to transfer of any interest of the company in the said unit in favour of the Allottee(s) nor this document shall be capable of specific performance through court of law. The Allottee(s) shall get the title only upon execution of transfer-deed/sale deed/conveyance deed in respect of such unit by the company in favour of the Allottee(s).

58. Courts in Lucknow alone shall have the exclusive jurisdiction in case of any dispute arising out of/touching and/or concerning this application and/or Unit Buyers Agreement regardless of the place of execution of this application which is deemed to be at Lucknow.

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**SANJAR**

BUILDERS AND CONSTRUCTIONS PVT. LTD.

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PAYMENT SCHEDULE - 1 (DOWN PAYMENT)		
1	At the time of Booking	10% of BSP
2	Within 30 days of Booking	80% of BSP + 50% (PLC & Other Charges)
3	At the time of Possession	10% of BSP + 50% (PLC & Other Charges) + Govt. Charges

PAYMENT SCHEDULE - 2 (CONSTRUCTION LINKED PLAN)		
1	At the time of Booking	10% of BSP
2	Within 30 days of Booking	10% of BSP
3	At the time of Excavation	10% of BSP
4	On completion of Basement Roof Slab	10% of BSP
5	On completion of Lower Ground Roof Slab	10% of BSP
6	On completion of Upper Ground Roof Slab	10% of BSP
7	On completion of First Floor Roof Slab	6% of BSP + Car Parking + 50% of PFC
8	On completion of Second Floor Roof Slab	6% of BSP + External Electrification + 50% of PFC
9	On completion of Fourth Floor Roof Slab	5% of BSP + 50% of PLC + Power Backup Charges
10	On completion of Sixth Floor Roof Slab	6% of BSP + 50% of PLC
11	On completion of Eighth Floor Roof Slab	6% of BSP + Fire Fighting Charges
12	On completion of Flooring	6% of BSP + Club Membership + LSMD
13	At the time of Possession	5% of BSP + Govt. Charges

ADDITIONAL CHARGES		
1	Lumpsum Maintenance Deposit (LSMD)	Rs. 50/- per Sq.Ft.
2	External Electrification Charges	Rs. 50/- per Sq.Ft.
3	Fire Fighting Charges	Rs. 50/- per Sq.Ft.
4	Installation of Power Backup Facility	Rs. 60,000/- per of 2KVA
5	Club Membership	Rs. 1,00,000/-
6	Car Parking	
	Upper Basement	Rs. 3,00,000/-
	Lower Basement	Rs. 2,50,000/-
	Open	Rs. 1,50,000/-
7	Preferential Location Charges	
	Kalindi Park Facing	Rs. 150/- per Sq.Ft.
	Swimming Pool/Garden Facing	Rs. 150/- per Sq.Ft.
	Road Facing	Rs. 100/- per Sq.Ft.
8	Preferential Floor Charges	
	2nd & 3rd Floor	Rs. 200/- per Sq.Ft.
	4th, 5th & 6th Floor	Rs. 100/- per Sq.Ft.
	7th, 8th Floor	Rs. 50/- per Sq.Ft.

For M/s. Sanjar Builders and Constructions Pvt. Ltd.

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Allottee/s

PAYMENT SCHEDULE COMMERCIAL

PAYMENT SCHEDULE - 1 (DOWN PAYMENT)		
1	At the time of Booking	10% of BSP
2	Within 30 days of Booking	80% of BSP
3	At the time of Possession	10% of BSP + 50% All other Charges + Govt. Charges

PAYMENT SCHEDULE - 2 (CONSTRUCTION LINKED PLAN)		
1	At the time of Booking	10% of BSP
2	Within 30 days of Booking	10% of BSP
3	At the time of Excavation	10% of BSP
4	On completion of Lower Basement Roof Slab	10% of BSP
5	On completion of Upper Basement Roof Slab	10% of BSP
6	On completion of Lower Ground Floor Slab	10% of BSP + External Electrification
7	On completion of Upper Ground Floor Roof Slab	10% of BSP + Fire Safety
8	On completion of First Floor Roof Slab	10% of BSP + Power Backup Charges
9	On completion of Flooring	10% of BSP + LSMD
10	At the time of Possession	10% of BSP + Govt. Charges

ADDITIONAL CHARGES		
1	Lumpsum Maintenance Deposit (LSMD)	Rs. 100/- per Sq.Ft.
2	External Electrification Charges	Rs. 50/- per Sq.Ft.
3	Fire Fighting Charges	Rs. 50/- per Sq.Ft.
4	Installation of Power Backup Facility	Rs. 60,000/- for 2KVA
5	Power Backup for Additional KVA's	Rs. 20,000/- per Additional KVA
6	Car Parking One Open (on road level)	FREE OF COST

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Allottee/s

Any other Remarks

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Allottee/s

Any other Remarks

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Allottee/s

DECLARATION

I/We 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 comprehensively set out. I/We are fully conscious that it is not incumbent on the part of the company to send us reminders/notices in respect of our obligations as set out in this application and I/We shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and condition contained in this Application. I/We have sought detailed explanations and clarifications from the company and the company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the company, I have now signed this application form and paid the amount thereof fully conscious of my liabilities and obligations including forfeiture of Earnest Money as may be imposed upon me.

Date : _____

Place : _____

Signature of all Applicant(s) as acceptance that they have, read and understood, and as a token of acceptance of, all terms and conditions specified from clause no.s 1 to 58 herein, Payment Calculation and Payment Plan chosen and accepted herein.

Signature of First Applicant _____

Name _____

Signature of Second Applicant _____

Name _____

For M/s. Sanjar Builders and Constructions Pvt. Ltd.

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Allottee/s

