



Application Form

Aims Sanya Developers Pvt. Ltd.**APPLICATION FORM**

Application No.....

Dear Sir(s) / Madam

I/We have understood that the provisional allotment of the premises/ Unit/ Space on the basis of an application is entirely at the discretion of the Company and the Company has a right to reject any application without assigning any reasons thereof.

I/We agree to remit herewith a sum of ₹ (Rupees)

by Bank Draft / Cheque No. Dated Drawn on Bank

Payable at New Delhi as a part of earnest money. (All drafts and cheques to be made in favour of **Aims Sanya Developers Pvt. Ltd., New Delhi.**)

I/We agree to pay further installments of sales price as stipulated / called for by the company / developer and the other charges as and when called for.

My/Our particulars as mentioned below may be recorded for reference and future communications.

1. FIRST APPLICANT (Compulsory to fill all the details along with passport size photograph)

Name

S/W/D of

(In case of company, mention name and designation of authorized signatory)

Date of Birth Nationality

(In case of company, mention date of incorporation)

Correspondence Address

..... Pin

Contact No.: Office Residence Mobile

Fax Email

Permanent Address

..... Pin

Phone No. PAN No.

Nominee (if any) Relation

Occupation: Service Self Employed Professional Business Retired Housewife Any Other

Organisation Name & Address

..... Pin

Designation Contact No. Fax

Residential status: Resident / Non-Resident / Foreign National of Indian Origin / Others (please specify).

I/We hereby declare that as a Non Resident Indian/person of Indian Origin/ Foreign National, I/We am/are in absolute compliance with the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law.

Passport No (For Non Resident/Foreign National of Indian Origin) (Photocopies of PAN Card or Passport or Voters Card to be submitted along with the Application. If Applicant is a Minor, proof of age is required to be submitted along with all the details / documentary evidence of the Guardian).

Self attested
photograph of
First Applicant

Signature of the First Applicant

2. SECOND APPLICANT (Compulsory to fill all the details along with passport size photograph)

Name

Self attested
photograph of
Second Applicant

S/W/D of

In case of company, mention name and designation of authorized signatory)

Date of Birth Nationality

(In case of company, mention date of incorporation)

Correspondence Address.....

.....Pin.....

Contact No.: Office Residence Mobile

Fax Email

Permanent Address

.....Pin.....

Phone No. PAN No.

Nominee (if any) Relation

Occupation: Service Self Employed Professional Business Retired Housewife Any Other

Organisation Name & Address

.....Pin.....

Designation Contact No. Fax

Residential status: Resident / Non-Resident / Foreign National of Indian Origin/ Others (please specify).

I/We hereby declare that as a Non Resident Indian/person of Indian Origin/ Foreign National, I/We am/are in absolute compliance with the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law.

Passport No (For Non Resident/Foreign National of Indian Origin) (Photocopies of PAN Card or Passport or Voters Card to be submitted along with the Application. If Applicant is a Minor, proof of age is required to be submitted along with all the details / documentary evidence of the Guardian).

Signature of the Second Applicant

3. OTHER APPLICANT/S (Compulsory to fill all the details along with passport size photograph)

Name Self attested photograph of Other Applicant/s
S/W/D of
(In case of company, mention name and designation of authorized signatory)
Date of Birth Nationality
(In case of company, mention date of incorporation)
Correspondence Address
..... Pin
Contact No.: Office Residence Mobile
Fax Email
Permanent Address
..... Pin
Phone No. PAN No.
Nominee (if any) Relation
Occupation: Service Self Employed Professional Business Retired Housewife Any Other
Organisation Name & Address
..... Pin
Designation Contact No. Fax
.....

Residential status: Resident / Non-Resident / Foreign National of Indian Origin/ Others (please specify).

I/We hereby declare that as a Non Resident Indian/person of Indian Origin/ Foreign National, I/We am/are in absolute compliance with the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law.

Passport No (For Non Resident/Foreign National of Indian Origin) (Photocopies of PAN Card or Passport or Voters Card to be submitted along with the Application. If Applicant is a Minor, proof of age is required to be submitted along with all the details / documentary evidence of the Guardian).

.....
Signature of the Other Applicant/s

ADDITIONAL INFORMATION FOR NRI/ Person of Indian Origin _____

A) Name of Bank _____
NRE Account No. _____
Name of Bank _____
NRO Account No. _____
Name of Bank _____
FCNR Account No. _____
PIO Card No. _____

B) For the purpose of remitting funds from abroad by the intending Applicant/Allottee, the following particulars of the beneficiary have to be provided:

a) Beneficiary's Name _____
b) Beneficiary's A/C No. _____
c) Bank Name _____
d) Branch Name _____
e) Bank Address _____
(f) Swift Code _____

C) Address of the place of residence abroad:

City: _____ State: _____ Country: _____
Phone (Home) _____ Phone (Work) _____
Mobile _____ Fax _____
Email: _____ PIN / ZIP: _____

Application applied for (proposed) Booking

1. Payment plan opted (tick any one of the following):

(a) Down Payment Plan (b) Construction Linked Plan (c) Assured Return (d) Others (Please specify) _____

2. Size Square Feet (Super Area) Unit Number Floor

3. Basic Rate Per Sq. Ft. ₹ /- PLC (if any) ₹ Per Sq. Ft.

4. Car Parking No. of Car Parking

5. Other Charges & Taxes as applicable

I/we understand that this application shall be treated as complete only when this application form is duly filed and signed by applicant/s.

I/we understand that unsigned or incomplete application can be rejected by developer at its sole discretion.

(Signature of First Applicant)

(With rubber seal in case of a Company)

Name of Signatory

Designation

Date Place

(Signature of Second Applicant)

(With rubber seal in case of a Company)

Name of Signatory

Designation

Date Place

(Signature of Other Applicant/s)

(With rubber seal in case of a Company)

Name of Signatory

Designation

Date Place

Declaration by Dealer / Broker / Facilitator/Intermediary (if any)

I confirm that the particulars given herein above are as per details given to me by the applicants. I understand that this application shall be treated as complete only when this application form is duly filed and signed by applicant(s) and is supported by all the necessary documents mentioned above. I understand that unsigned or incomplete application can be rejected by developer at its sole discretion.

(i) Name

(ii) Address

(iii) Phone No.

Signatures of Dealer/Broker/Facilitator/Intermediary (With rubber seal in case of a Company)

Name of Signatory

Designation _____

Date Place

For office use only

Booking Confirmation

Application received on by

Unit Allotted Floor

Basic Rate Per Sq. Ft. ₹

PLC (if any) ₹ Per Sq. Ft.

Payment plan opted (tick any one of the following):

(a) Down Payment Plan (b) Construction Linked Plan (c) Assured Return (d) Others _____ (Please specify)

Car Parking No. of Car Parking

Other Charges

Taxes as applicable

Special remarks (if any)

Dealer's Name / Sourced Agent.....

Terms with Dealer/ Sourced Agent

Date: _____

Authorized Signatory

TERMS AND CONDITIONS BOOKING / PROVISIONAL ALLOTMENT

These are the Preliminary standard terms and conditions governing the provisional allotment of the said premises/unit/space by the company to the applicant(s). Mere acceptance of these standard terms and conditions do not vest any right, title and interest in the said premises/unit/space to the Allottee(s) or any other person. The detailed terms of the transfer of the said premises/unit/space shall be based on the definitive legal document for the transfer of property and shall include the understanding between the parties relating to the sale of the said premises/unit/space to the Allottee(s). The Intending Allottee(s) shall have no right, title or interest whatsoever on the said Premises/unit/space either during its construction or after its completion till the execution of the Deeds of transfer by the Company in favour of the Intending Allottee(s).

Nothing herein shall be construed to provide the intending allottee with any right, whether before or after taking possession of the said Premises/ space or at any time thereafter, to prevent the Company from:

- a. Constructing or continuing with the construction of the other building(s) or other structures in the area adjoining the said Premises.
- b. Putting up additional construction at the said Premises
- c. Amending / altering the plans herein.

The intending allottee(s) has all necessary power, authority and capacity to bind itself to these terms and conditions and to perform his obligations herein.

1. The intending allottee(s) has/have applied for allotment of a commercial unit with full knowledge and subject to all the laws/notification and rules applicable to this area in general which have been explained by the Company and understood by him/her.
2. The intending allottee(s) has/have fully satisfied himself/herself about the rights, title and interest of the Company in the said land on which the unit will be constructed and understood all limitations and obligations in respect thereof. There will no more investigation or objection by the intending allottee(s) in this respect.
3. The intending allottee(s) has/have inspected the site and has accepted the plans, designs, specifications which are tentative and are kept at the Company's office at D-13, Defence Colony, New Delhi – 110 024 and also agree(s) that the Company may effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion deem appropriate and fit or as may be done by any competent authority and the intending allottee(s) has /have hereby given his/her consent to such variation/ addition/ alteration/ deletion/ modification. The super area of the said Premises and consequently the consideration amount may be increased on account of such alterations and the intending allottee(s) shall pay without demur such increased amount of consideration at such times as may be required by the Company. In the event that the consideration amount is decreased pursuant to such alterations, the excess amount, if any, paid by the intending allottee(s) shall be refunded by the Company without interest.
4. The intending allottee(s) has seen and accepted the plans and has applied for the allotment of the said Premises with the specific knowledge that the building plans, designs, specifications, measurements, dimensions, location and number of the said Premises and /or building plans, floor plans and all other terms and conditions are tentative and are liable to change, alteration, modification, revision, addition, deletion, substitution or recast at the sole discretion of the Company and may also change due to changes/modification required by the competent authority. The intending allottee(s) is fully aware that the plans are not yet sanctioned by the competent authority(ies). The intending allottee(s) hereby agrees that the Company is fully entitled to increase/change in the number of floors or the location of the said Premises in any of the buildings and/or the height of the said Building and the intending allottee(s) shall have no right to object to the same.
5. The Company shall have the right to effect suitable and necessary alterations in the layout plan, if and when necessary, which may involve all or any of the changes, namely change in the position of unit, change of its number, dimensions, height, size, area, layout or change entire scheme.
6. The intending allottee(s) understand(s) that the Company has the right to raise finance from any bank/financial institution/body corporate and for this purpose it can create mortgage or charge or hypothecation on the said property and the construction thereon in process or on the completed construction, in favour of one or more such institutions. However, the Company will ensure that any such charge, if created, is vacated before execution of the transfer deeds of the said premises in favour of the intending Allottee(s).
7. The intending allottee(s) agrees that in case the intending allottee(s) opts for a loan arrangement with any financial institutions/banks, for the purchase of the said Premises, the transfer of the said Premises in favour of the intending allottee(s) shall be executed only upon the Company receiving 'No Objection Certificate' from such financial institutions/banks.
8. The intending allottee(s) shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the Company, who may in its sole discretions, permit the same on such terms as it may deem fit.

Signature of the First Applicant

Signature of the Second Applicant

Signature of Other Applicant/s

9. The intending allottee(s) shall make all the payments of consideration and other charges at such times as detailed in this Application Form / Provisional Allotment Letter, without any requirement for the Company to send out any notice or intimation to the intending allottee(s).

10. The fire safety and other measures have been agreed to be provided as per existing code / regulations as on the date hereof. Provided, however, in the event that any further fire safety or other measures are undertaken, as are deemed necessary by the Company or as are required to be undertaken pursuant to the requirements of the applicable Law / regulations, the proportionate increase in consideration/ charges in respect thereof shall also be payable on demand by the intending allottee.

11. In case new taxes/duties/charges are levied or enhanced by the government or any other government authority, the proportionate increase in consideration/charges in respect thereof shall also be payable on demand by the intending allottee.

12. The intending allottee(s) agrees that he/she shall pay the price of the Unit on the basis of the super area i.e. covered area inclusive of proportionate common areas and all other charges as and when shall be demanded by the company. The price/rate mentioned herein is for warm shell condition of the area of the Unit/space(s)/said premises and for finished condition, in common areas with power back up charges, which is to be paid extra. The total price does not include the cost of electric fittings, fixtures, electric and water meters etc. which shall be installed by the Applicant at his own cost as well as charges for water and electricity connection and consumption. He/She also agrees to make all payments through Demand Drafts/Cheques drawn on and payable at New Delhi/Delhi only.

13. The Company and the intending allottee(s) hereby agree that the amounts paid with the application and in installments as the case may be, to the extent of 30% (thirty percent) of the basic sale price of the unit, will collectively constitute the earnest money. This earnest money shall stand forfeited in case of non-fulfillment of these terms and conditions and those of Allotment Letter/Agreement within the time allowed by the Company or the intending allottee/s applies for cancellation/revocation of this application/allotment at any time. It is stated for the sake of clarity that the Earnest Money constitutes a part of the consideration and is non-refundable.

14. The time of punctual payment of installments is the essence of this contract. It shall be binding on the intending allottee(s) to comply with the terms of payment whatsoever and other terms of payment and other terms and conditions of sale, failing which the intending allottee(s) shall have to pay interest @ 18% per annum on the delayed payments and Company reserves its right to forfeit the earnest money in the event of irregular/delayed payments/non fulfillment of terms of payment and the allotment may be cancelled at sole discretion of the Company.

15. The intending allottee(s) agrees to reimburse to the Company and to pay on demand all taxes, lease rent, levies or assessments whether levied now or leviable in future, on land and/or the building as the case may be, from the date of booking. The lease rent as well as any taxes, levies / assessments or charges levied by the Central / State Government or Noida Authority or Company shall be borne by the allottee in proportion to their areas and be paid, as and when, levied and demanded by the Company as per Company norms. The Company may also levy proportionate additional charges in case the State / Noida or any other statutory body levies and charges any additional demand in respect of the said plot in question or in respect of the construction thereon and the allottee hereby agrees to pay the same as and demanded on prorata basis.

16. The Company shall endeavor to give possession notice of the space/unit to the intending allottee(s) within 6 (Six) months, from the date of receipt of occupancy/completion certificate by the Company from the Authority for the commercial complex/unit [plus 6(six) months grace period thereafter] and if the company fails to adhere to the said timeline, company shall pay to the allottee compensation @ Rs. 25 per sq. ft. per month for the period of such delay, save and except where such delay is beyond the reasonable control of the Company/ subject to Force Majeure Conditions and upon receipt of complete payment from the intending allottee(s) towards the basic sale price and other charges due and payable as may be demanded by the Company from time to time. The Company, on completion of the construction, may issue final call notice to the intending allottee(s), who shall within 30 days thereof, remit all dues and take possession of the unit/space. In the event of his/her failure to take possession for any reason whatsoever, he/she shall be deemed to have received the possession notice of the allotted unit and shall bear all maintenance/other charges and any other taxes, levies on account of the allotted unit. The adjustment of holding charges or compensation shall be done at the time of executing the transfer deed of space and not earlier. The holding charge shall be distinct charge in addition to maintenance charges, and not related to any other charges.

17. Nothing contained herein shall be construed to give rise to any right to a claim by way of compensation/damage/loss of profit or consequential losses against the Company on account of delay in handing over possession of any of the aforesaid conditions beyond the control of the Company.

18. The intending allottee(s) of the unit shall pay necessary charges including security deposit for maintenance and upkeep of the complex and various services provided and determined by the Company or its nominated agency as and when demanded by the Company/its nominee. This arrangement will be carried out until the services are handed over to the shop owners association of Aims Sanya Developers Pvt. Ltd. The intending allottee(s) agrees and have given consent to this agreement and will not question the same singly or jointly with other buyers.

Signature of the First Applicant

Signature of the Second Applicant

Signature of Other Applicant/s

19. The Transfer Deed shall be executed and got registered in favour of the intending allottee(s) within a reasonable time after completion of development work and construction at the site and after receipt of full price and other connected charges from him/her in accordance with the Provisional Allotment Letter, Demand letter(s) issued by Developer / Company. Cost of stamp duty, Registration/Mutation and documentation charges etc. as applicable will be extra and shall be borne by the intending Demand letter(s) issued by Developer / Company allottee(s). The intending allottee(s) shall pay, as and when demanded by the Company, Stamp Duty, Registration charges/Mutation charges and all other incidental and legal expenses for execution and registration of Transfer Deed / Mutation of the unit in favour of the intending allottee(s). The intending allottee agree to sign and execute the necessary documents and other definitive documents as and when desired by the company including Space Buyer Agreement, Agreement to Sell, Transfer/ Sale Deed, etc. ("Definitive Documents") within the stipulated time period and bear and pay the stamp duty, registration charges and all other costs/expenses as may be applicable and incidental thereto.

20. The intending Allottee agrees that unless a transfer deed is executed in favour of the intending Allottee, the Company shall continue to be the owner of the said Premises and no payments made pursuant to the Provisional Allotment of the said Premises to the intending allottee, whether pursuant to the standard terms and conditions or otherwise, shall give any person any lien on the said Premises until they have complied with all the terms and conditions of the Provisional Allotment and the Transfer Deed has been executed in favour of the intending allottee.

21. The timely payment of consideration and other dues / charges, as more particularly described in the Application Form and/or Provisional Allotment Letter and/or Space Buyer Agreement/ Agreement and/or Demand letter issued by the Company from time to time, is an essential prerequisite to the execution of the Transfer Deed. The intending allottee hereby agrees and understands that notwithstanding anything stated herein above, failure of the intending allottee(s) to comply with the terms of the payment of the consideration and other dues shall entitle the Company to terminate the Provisional Allotment, refuse execution of the Transfer Deed and forfeit the entire deposited money.

22. The intending allottee also agrees that the registration of the Transfer Deed in his/her favour shall not absolve the intending allottee of any of its obligations herein.

23. As and when the said Premises is ready for possession in accordance with the terms specified herein, the Company shall issue a notice for offer of possession calling upon the intending allottee(s) to take possession of the said Premises after paying stamp duty, registration charges and other legal, incidental expenses in respect of the Transfer Deed and upon the payment of the entire consideration, other dues and maintenance deposit/advance/charges in accordance with the Provisional Allotment Letter and the terms herein. Within 30 days of the date of the dispatch of the notice of possession, the intending allottee(s) shall be liable to take physical possession of the said Premises after making the entire balance payment on the terms mentioned herein. If for any reason, the intending allottee(s) fails and neglects or delays or is not willing to take possession of the said Premises then the intending allottee(s) shall be deemed to have taken possession of the said Premises at the expiry of 30 days from the date of dispatch of the notice of possession by the Company.

24. The Company shall have the first lien and charge on the said unit for all its dues and other sums payable by the intending allottee(s) to the company.

25. Unless a suitable and agreed deed is executed and registered, the Company shall for all intents and purposes continue to be the owner of the land and also the construction thereon and this agreement shall not give to the intending allottee(s) any right, title or interest therein.

26. The intending allottee(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the said property.

27. The intending allottee(s) agrees and undertakes to pay the total price and other charges of unit as per the payment plan (Down Payment/ Construction Linked or any other plan as per the form attached) opted by him/her.

28. The intending allottee(s) shall not put up any name or sign board, neon sign, publicity or advertising material, banners etc. on the external façade of the building or anywhere on the exterior of the building or common areas. The intending allottee(s) shall also not change the colour 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.

29. It shall be the obligation of the intending allottee(s) to get the said Premises comprehensively insured at its/their own cost and expense after taking over physical possession of the said Premises.

30. The intending allottee(s) confirms that he/she is aware of the inherent risks and hazards involved in the occupation of the said property being developed in phases and it shall not hold the Company and/or any of its employees, representatives, agents responsible for any noise pollution and/or damage and/or injury, of whatsoever nature, which may be caused by development activities or otherwise to his person and/or to his property and/or to the person and/or property of any of his co-inhabitant(s) and/or any of his/their guests at the said Scheme.

Signature of the First Applicant

Signature of the Second Applicant

Signature of Other Applicant/s

31. The intending allottee(s) further agrees and undertakes to indemnify and keep the Company, its employees, representatives, agents, etc. indemnified against any action whatsoever which may be brought against them by his co-inhabitant(s) and/or his guest(s) within the said Scheme area for any loss, damage or injury caused to the Company by them.

32. The intending allottee hereby covenants with the Company to pay from time to time and at all times the amount which the intending allottee is liable to as per the Application Form and as specified in the Provisional Letter and to observe and perform all the covenants and the conditions contained herein, and to keep the company and its representatives, estate and effects, indemnified and harmless to the fullest extent from and against all and any actions, claims, costs, damages, etc. relating to or arising out of:

- any inaccuracy in or breach of the representations, warranties, covenants or agreements made by the intending allottee(s)
- any other conduct by the intending allottee(s) or any of its representatives as a result of which, in whole or in part, the Company or any of its representatives are made a party to, or otherwise incurs any loss or damage pursuant to any action, suit, claim or proceedings arising out of or relating to such conduct
- any action undertaken by the intending allottee(s), or any failure to act by the intending allottee(s) when such action of failure to act is a breach of the terms and conditions herein

33. The intending allottee shall abide by all applicable laws as may be applicable to the said Premises including inter-alia all regulations, bye-laws, directions and guidelines issued under any applicable act or laws and the provisions of the Transfer Deed and shall keep the Company indemnified, secured and harmless against all costs, consequences and damages, arising on account of non-compliance with the said requirements, requisitions and demands.

34. The Company reserves the right to transfer / assign the said Property in whole or in parts to any other entity such as a Partnership Firm, Body Corporate(s), whether incorporated or not, association or agency by way of sale/disposal or any other arrangement as may be decided by the Company in its sole discretion subject to approval by the competent authorities and the Intending allottee(s) agrees that he / she shall not raise any objection in this regard. In case of the particular space/unit is omitted or company abandons the scheme, or company is unable to handover the same to the intending allottee for any reason whatsoever, other than on account of default by the allottee, the company will be liable only to refund the actual amount(s) received by it from the intending allottee towards the price without any interest and shall not be liable to pay any compensation or interest or other sums whatsoever.

35. The intending allottee(s) agrees that he/she shall not have any right in any commercial premises, building, spaces etc. constructed in the Complex where the said Premises situate. The Company shall be free to dispose of the same on such terms and conditions, as it may deem fit. The intending allottee(s) shall not have any right to interfere in the manner of booking, allotment and finalization of the sale of the shops, commercial premises, buildings, community centres, club etc. or in the operation and management including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi-government, any other authority, body, any person, institutions, trust and /or any local bodies, which the Company may deem fit in its sole discretion.

36. The intending allottee(s) agrees and understands that in case the Company is able to get addition FAR, the Company shall have the sole right to utilize the additional FAR in the manner it may deem fit including but not limited to by making addition to the said building or making additional buildings in and around the land of the said Complex and the Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional construction thereof connected with the already existing electricity, water, sanitary and drainage system in the said Complex. The intending allottee(s) acknowledges that he/she has not made any payment towards the additional FAR and shall have no right to object to any of such construction activities carried on the said Building/ said Complex.

37. Prior to taking possession of the said Premises, the intending allottee(s) shall enter into a separate Maintenance Agreement with the Company or such maintenance agency as may be designated in this regard, in the form and substance and within such period as prescribed by the Company, for maintenance of common areas and common facilities. The intending allottee(s) further undertakes to abide by the terms and conditions of the Maintenance Agreement.

38. However, pending executions of the said Maintenance Agreement, the intending allottee(s) hereby agrees to pay the maintenance and replacement charges ("Maintenance Charges") as may be decided by the execution of the said Maintenance Agreement, the intending allottee(s) hereby agrees to pay one time 'Maintenance Deposit' and maintenance charges for the first year before taking possession of the said Premises. Upon the timely and due payment of regular maintenance charges, the intending allottee(s) shall have the right to use the

Signature of the First Applicant

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Signature of Other Applicant/s

common areas and common facilities for the said Premises. Provided, however, that it is clarified for the purposes of abundant clarity that the intending allottee(s) shall not have the right to use the common areas and the common facilities till such time the possession of the said Premises has been taken by the intending allottee(s).

39. The Company or the Designated Maintenance Agency shall be entitled to access the said Premises at such time as is fixed by the Company or the Designated Maintenance Agency for the purpose of carrying out general repairs and service of any common areas and common facilities and related equipment including but not restricted to pipes, cables, drains etc. passing through the walls, flooring and ceiling of the said Premises and for that purpose to remove, break or dismantle the walls, floor, ceiling or any covering thereon as may be considered necessary for the purpose of carrying out the desired activity. Provided, however, the Company or the Designated Maintenance Agency shall endeavour to restore the walls/floor of the said Premises in the same condition in which they were earlier, after carrying out the repairs and /or service work.

40. The intending allottee(s) shall not use the premises for any activity other than the use specified for or permitted by the relevant Building Bye-laws /Allotment Letter.

41. In the event of breach or default by the intending allottee(s) of any of the covenants contained herein, the Company may issue a notice calling upon the intending allottee(s) to rectify the default within a period of 30 days from the date of the notice. The intending allottee(s) immediately upon notice of such default, shall be under an obligation to rectify/remove the default within the notice period and inform the Company of such rectification or removal of breach of default by a written notice. In the event, the default is not cured with the notice period, the Company may, without prejudice to any other legal remedy which the Company may have in law, equity or contract, in its sole discretion, cancel the Provisional Allotment in accordance with the provisions hereof. After the cancellation, the intending allottee(s) shall have no lien or any right on the said Premises nor should anything herein or elsewhere be construed to entitle the intending allottee(s) to obstruct, prevent, or restrain the Company from making a fresh provisional allotment in respect of the said Premises to any third party.

Provided, however, that the Company may, at its sole discretion, condone the default and restore the Provisional Allotment by levying such damages, charges, fee etc. as the Company may decide at its sole discretion.

42. Failure of the Company to exercise promptly any right herein granted or to require specific performance of any obligation undertaken herein by the intending allottee(s), shall not be deemed to be a waiver of such right or of the right to demand subsequent performance of any or all obligations herein undertaken by the intending allottee(s).

43. If on account of any law, the company is prevented from completing the construction of the said Premises or delivering the possession thereof to the intending allottee(s), on account of any action by any Third Party, or Governmental Authority, then it is the sole and entire discretion of the Company to challenge the validity, applicability and/or the efficacy of such law and challenge the action by the Third Party (Said "Case").

44. The intending allottee(s) agrees and understands that the earnest money and other advance payments made to the Company cannot be withdrawn or claimed from the Company till the final determination of the said Case including further appeals.

45. In the event the Company is unsuccessful in the said Case and the impugned law is not varied or altered, resulting in a legal impediment for delivery of the possession or transfer of the title to the said Premises, the Company shall upon the judgment being final, absolute and binding upon the Company pay the intending allottee(s), the amount of earnest money and other payment as had been received from the intending allottee(s), without any interest or compensation whatsoever within such time and in such manner as may be decided by the Company which shall be final and binding.

46. The intending allottee(s) shall be entitled to cancel the Provisional Allotment only on default of the Company to deliver up the said Premises on payment of full consideration and other dues in accordance with the terms herein and Provisional Allotment Letter. If the Allottee(s) for any other reason requests the Company to permit it to cancel the Provisional Allotment in his favour, the Company may at its sole discretion permit such cancellation provided that the intending allottee(s) compensates the Company for any loss caused on account of substituting another applicant in its place and stead. The intending allottee(s) agrees and understands that in case the permission is granted under this clause then the entire earnest money paid by the intending allottee(s) shall be forfeited by the Company.

47. All assignments of the Provisional allotment by the intending allottee(s) to any person ("Proposed Transferee"), shall require prior written consent of the Company, which the Company may give on such terms and conditions including inter-alia those relating to payment of prevailing administrative charges for permitting such substitution and the Company's right to terminate the Provisional Allotment. The

Signature of the First Applicant

Signature of the Second Applicant

Signature of Other Applicant/s

Company shall permit such assignment or nomination after all the dues under the terms of Provisional Allotment as well as the said Administrative charges are paid for in full. No administrative charges shall, however, be payable in the case of succession to the legal heirs of the intending Allottee(s). The Proposed Transferee shall be bound by the standard terms and conditions and shall furnish an undertaking to that effect.

48. The intending allottee(s) agrees that the sale completion & transfer of the unit is subject to force majeure clause which interalia include delay on account of non-availability of steel, cement or other building materials, or water supply, electric power, slow down strike or due to a dispute with the construction agency employed by the Company, civil commotion, or by reason of war, enemy action, earthquake or any act of God, delay in certain decisions/clearances from statutory body or tendency of any litigation in a court of law, or if non delivery of possession is as a result of any notice, order, rules or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the Company and in any of the aforesaid event the Company shall be entitled to a reasonable corresponding extension of the time of delivery of possession of the said premises on account of force majeure circumstances.

49. In the event that a Force Majeure event occurs the Company has the right to alter the terms and conditions of Provisional Allotment of the said Premises as stated herein or if the Force Majeure events so warrant, the Company may suspend the performance of its obligations for such a period as it may consider expedient and no such suspension shall constitute a breach of the obligations of the Company hereunder.

50. The intending allottee(s) agrees to inform the Company in writing any change in the mailing address mentioned in this Application, failing which all letters by the Company shall be mailed to the address given in this Application and deemed to have been received by the intending Allottee(s). In case of Joint Allottee(s) communication sent to the first named intending Allottee(s) in this Application shall be deemed to have been sent to all the Intending Allottee(s).

51. The Company is not required to send any reminders or demand notices to the intending Allottee(s) in respect of the obligations of the intending Allottee(s) as set out in this Application and/or the Agreement and the Intending Allottee is required to comply with all its obligations on its own.

52. The Company as a result of such a contingency arising reserve the right to alter or vary the terms & conditions of allotment if the circumstances beyond the control of the Company, so warrant, the Company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the intending allottee(s) for the period of delay/suspension of scheme.

53. The intending allottee(s), if resident outside India or if not an Indian National or citizen, shall be solely responsible to comply with the necessary formalities as laid down in any law for remittance of payment(s) and for acquisition of the immovable property in India. The intending Allottee(s) shall furnish the required declaration that it is complying with such necessary legal formalities.

54. Any and all disputes arising out of or in connection with or in relation hereto shall so far as possible, in the first instance, be amicably settled between the Company and the intending allottee(s). In the event of disputes, claim and/or differences not being amicably resolved such disputes shall be referred to sole arbitration of a person nominated for a purpose by the Managing Director of the Company. The proceedings of the arbitration shall be conducted in English and in accordance with the provisions of the Arbitration & Conciliation Act, 1996, as amended from time to time, or any rules made there under. The intending allottee(s) hereby gives his consent to the appointment for the sole arbitrator as specified herein above and waives any objection that he may have to such appointment or to the award that may be given by the Arbitrator. The venue of the arbitration shall be New Delhi, India. Delhi Courts alone shall have jurisdiction in all matters arising out of touching and / or concerning this transaction.

55. In consequence of the Company abandoning the scheme, the Company's liability shall be limited to the refund of the amount paid by the intending allottee(s) without any interest or compensation whatsoever.

I/We have fully read and understand the above mentioned terms & conditions and agree to abide by them.

Date: _____

Place: _____

Signature of the First Applicant

Signature of the Second Applicant

Signature of Other Applicant/s



THE
TEMPEAN
Seriott B. Nanda
A JEWEL AMONGST LANDMARKS



Artist's Impression

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