



# SAS

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Application **Form**

**APPLICATION FOR ALLOTMENT OF AN APARTMENT  
AT SAS DIVINE, Vrindavan Yojna, (Lucknow)**

To \_\_\_\_\_ S. No. \_\_\_\_\_

**SAS Global Pvt. Ltd.**  
14 Station Road,  
Lower Ground Floor, Opp. SAS Hero  
Lucknow -226004 (India)

Dear Sir,

I/We ("the Applicant") request for the Allotment of an Apartment ("Premises") at **SAS Divine**, being developed at **105, Sector 11, Vrindavan Yojna, Lucknow (Uttar Pradesh)**.

I / We undertake to obey / follow all terms and conditions as specified by the Company from time to time for allotment of the said Premises.

In the event that the Premises is allotted to me/us by the Company, I/we agree to make further payment of the sale price and other charges/due and payable in accordance with the payment plan which has been fully explained to me/us by the Company and have been read and understood by me/us. I/We further agree to sign / execute the necessary document(s), affidavits including Buyers Agreement, Maintenance Agreement and such other documents or papers as may be required and accept all terms and conditions specified therein. I/we, in the meantime, have signed and agreed to abide by the indicative terms and conditions of sale of the Premises attached to this Application.

I / We remits herewith a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) by Demand Draft/ Cheque / PO No. \_\_\_\_\_  
dated \_\_\_\_\_ drawn on \_\_\_\_\_ (Bank and Branch)  
in favour of "M/s. SAS Global Pvt Ltd" payable at Lucknow.

I/We further understand and agree that allotment of said Premises is at sole discretion of the Company.

I/We enclose herein my/our general particulars and undertaking as required by the Company.

Date \_\_\_\_\_

Yours Faithfully,

Place \_\_\_\_\_

Signature (s) of First/Sole Applicant

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Signature (s) of Second Applicant

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

## GENERAL PARTICULARS

### **First Applicant**

Mr. /Mrs. /Ms. \_\_\_\_\_

Son/Wife/Daughter of \_\_\_\_\_

Date of Birth \_\_\_\_\_ Profession \_\_\_\_\_

Nationality \_\_\_\_\_

Passport No. (Compulsory in case of NRI) \_\_\_\_\_

Correspondence Address \_\_\_\_\_

Affix  
Passport Size  
Photograph  
of the  
First/Sole Applicant

Permanent Address (Please attach proof - See note (i)) \_\_\_\_\_

Company Name/Office \_\_\_\_\_

Residential Status: Resident Indian / Non Resident Indian/ Foreign Resident of Indian Origin

Tel. Res. \_\_\_\_\_ Office \_\_\_\_\_ Mobile \_\_\_\_\_

Fax. No. \_\_\_\_\_ E- Mail ID \_\_\_\_\_

Income Tax Permanent Account No. \_\_\_\_\_

### **Second Applicant**

Mr. /Mrs./Ms. \_\_\_\_\_

Son/Wife/Daughter of \_\_\_\_\_

Date of Birth \_\_\_\_\_ Profession \_\_\_\_\_

Designation \_\_\_\_\_ Nationality \_\_\_\_\_

Correspondence Address \_\_\_\_\_

Permanent Address \_\_\_\_\_

Company Name/Office \_\_\_\_\_

Tel. Res. \_\_\_\_\_ Office \_\_\_\_\_ Mobile \_\_\_\_\_

Fax. No. \_\_\_\_\_ E- Mail ID \_\_\_\_\_

Income Tax Permanent Account No \_\_\_\_\_

Affix  
Passport Size  
Photograph  
of the  
Second Applicant

**To be filled in case the Applicant is Partnership Firm / HUF/ Society / Company/any other legal entity**

1. Name: \_\_\_\_\_

2. Name and addresses of all Partners (for Firm) / all co-partners' (for HUF) / all Members of Governing Body (for Society) / all Directors (for Company) /all persons constituting the management body (in any other case)-Attach proof- See Note (ii)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affix  
Passport Size  
Photograph  
of the  
Second Applicant

3. Address of Principal / Registered Office: - Attach Proof- See note (i)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Registration No. (Please fill in case the applicant is a registered entity):

\_\_\_\_\_

5. PAN No. \_\_\_\_\_

Name and Designation of authorized person signing the Application (Please attach resolution / Power of Attorney -See note (iv)).

**Details of Apartment / Flat:**

(i) Type \_\_\_\_\_ (ii) Tower \_\_\_\_\_ (iii) Floor \_\_\_\_\_  
(iv) No. \_\_\_\_\_ (v) Block \_\_\_\_\_ (vi) Super Area ( \_\_\_\_\_ Sq.Ft.)( \_\_\_\_\_ Sq. Mt.)

PARTICULARS	DETAILS	AMOUNT (Rs.)
A. Basic Sales Price (BSP)	@ Rs. _____ per Sq.ft.	
B. Preferential Location Charge (if any)	@ Rs. _____ per Sq.ft.	
C. Additional Charges		
(i) Parking Car	Covered @ Rs. _____ Open @ Rs. _____	
(ii) Power Backup installation charges & Fire fighting charges	@ Rs. _____ Additional KVA (If required) _____	
(iii) Interest Free Maintenance Security (IFMS)	@ Rs. _____ per Sq.ft.	
(iv) External Development Charges & Internal Development Charges (EDC & IDC)	@ Rs. _____ per Sq.ft.	
v) Split AC (Optional)		
vi) Modular Kitchen (optional)	Rs. _____	
D. Other charges (if any)	Rs. _____	
<b>Total (A+B+C+D)</b>		
<b>Payment Plan Option</b>	DPP ( ) CLP ( )	
<b>Model of Booking</b>	Direct ( ) Dealer ( )	
If through Dealer- Name		

(Signature of First/Sole Applicant)

(Signature of Second Applicant, if any)

## UNDERTAKING

I/We the above applicant(s) do hereby declare that the above particulars given by me/us are true and correct and no part of it is false and nothing has been concealed there from. I / we undertake to abide by my / our promise in to and perform the obligations and the terms.

**(Signature of First/Sole Applicant)**

**(Signature of Second Applicant, if any)**

### For Non-Resident Indians only

I / We understand that the allotment shall be subject to the laws of Republic of India. I further understand and agree that compliance of the provisions of Foreign Exchange Management Act, 1999 (FEMA), the rules and regulations framed there under and any other law that may be applicable from time to time to remittances, acquisition/ transfer of said Premises, shall be my/our sole responsibility.

**(Signature of First/Sole Applicant)**

**(Signature of Second Applicant, if any)**

**Name of the Applicant**

**Name of the Applicant**

### **Notes:**

- (i) Please attach attested copy of the proof of address, as applicable - Election Id Card / Passport /Driver's License/PAN Card / Latest Annual Return/ Electric Bill/Telephone Bill.
- fii) Attach list of Directors / Partners / Members of Governing or management body - duly certified and signed by all the Directors / Partners / Members of Governing/management body.
- (iii) Please attach notarized copy of Power of Attorney (signed by at least two Partners/members of the management body except in favour of whom the POA is issued); or certified copy of resolution passed by the Board of Directors to be signed by a Director or the Company Secretary not being the Director or person who has signed the application).
- (iv) In case the Applicant is a HUF, no authority letter required in case the Karta of the HUF signs the Application.

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### **FOR OFFICE USE ONLY**

1. Application form: ACCEPTED / REJECTED: Approval Ref. No. \_\_\_\_\_
2. UNIT APPLIED FOR: Type \_\_\_\_\_, Tower No. \_\_\_\_\_, Unit No \_\_\_\_\_ Floor \_\_\_\_\_  
Super Area \_\_\_\_\_, Sq. Ft. ( \_\_\_\_\_ Sq. Mt.).
3. PAYMENT DETAILS: Cheque/DD/PO No. \_\_\_\_\_ Dated \_\_\_\_\_ for Rs \_\_\_\_\_  
(Rs. \_\_\_\_\_ Only) drawn on \_\_\_\_\_ (Bank and Branch)
4. Acknowledgment / Receipt No. \_\_\_\_\_ Dated \_\_\_\_\_
5. Remarks: \_\_\_\_\_

Account Manager Name \_\_\_\_\_ Signature \_\_\_\_\_

## **TERMS & CONDITIONS**

GENERAL TERMS & CONDITIONS FOR BOOKING OF APARTMENT / Flat IN "SAS DIVINE" (HEREIN AFTER REFERRED TO AS "PREMISES") SITUATED AT 105, Sector 11, Vrindavan Yojna, Lucknow (Uttar Pradesh).

1. THAT the intending Allottee(s) has applied for allotment of "Premises" IN "SAS Divine" to be developed at 105 Sector 11, Vrindavan Yojna, Lucknow (Uttar Pradesh) with full knowledge of laws, notifications, rules as applicable to the Premises, which have been fully explained by the Company and understood by him/ her/them.
2. THAT the said Premises is/are proposed to be constructed by SAS Global (Hereinafter referred to as the "Company") on a land which is in its rightful possession and control. The intending Allottee(s) has fully satisfied himself about the interest and right of the Company in the land where "SAS DIVINE" is being developed.
3. THAT the intending Allottee(s) shall pay to the Company the entire consideration as per the Payment Plan annexed hereto.
4. THAT the intending Allottee(s) shall pay the Basic Price and other charges on the basis of "Super Built up Area" which shall mean and include the covered area, inclusive of the area under periphery walls, area under the columns and walls, area utilized for the services (or where applicable, the proportionate part thereof) viz. area under staircases, circulation area, walls, lifts, shafts, passages, corridors, lobbies and refuge areas. The basic price of the "Premises" is fixed.
5. THAT the Company, apart from Basic Price shall fix Preferential Location Charges (PLC) for certain Premises in the "SAS DIVINE" and if intending Allottee(s) opts for booking of any such Premises, he/she shall be liable to pay such charges as fixed upon demand by the Company.
6. THAT the allotment of the Premises is at the discretion of the Company. The Company reserves the right to accept or reject any request for allotment, upon scrutiny of Application form, at its sole discretion without assigning any reason whatsoever. The payment made by the applicant along with application form does not confirm or convey allotment of the Premises to the Applicant(s).
7. In the event the Application form is rejected for any reason whatsoever, the non-acceptance letter addressed to the Applicant(s) shall be accompanied by an A/c payee cheque from the Company favoring the Applicant(s) for the full value paid with the application without any interest. Further, the Company shall not be liable for any other damages/compensation whatsoever incurred by the Applicant(s) on this account.
8. The Company on acceptance of the Application Form including applicable initial amount, shall issue Allotment Letter in two (2) counterparts addressed to the Applicant(s). The Applicant(s) are required to safe keep one for their records and return the other on or before fifteen (15) days from the date of issue of the Allotment Letter countersigning their confirmation of acceptance for the said allotment. On receipt of the countersigned Allotment Letter by the Applicant(s), the allotment shall be deemed to be effective.
9. If the Applicant(s) fails to return the countersigned Allotment Letter within the time period mentioned in Clause 8 above, the Company shall have the right to cancel the allotment made to the Applicant(s), forfeit the registration amount and allot/sell the Premises to any other applicant or use it for any other purpose as it may deem appropriate.
10. THAT the timely payment of installments as indicated in the Payment Plan/Schedule of Payments is the essence of the Allotment. If any installment is delayed / not paid as per the Payment Plan, the Company will charge interest @18% p.a. on the delayed payment for the period of delay, however, if the same remains in arrears for more than two consecutive installments (in case of Installment Plan) or it remains in arrear for more than 30 days (in case of Down Payment Plan), the Company shall have the right to cancel the allotment made to the Applicant(s) and the Allottee(s) will have no right or lien whatsoever on the Premises. In such case, the amount deposited up to 10% of the Basic Price of the Premises, constituting the Earnest Money, shall stand forfeited and the balance amount paid, if any, will be refunded without any interest by the Company after adjustment of interest on delayed payments, if any, due from the Applicant(s). However, the Company may, at its sole discretion, condone the delay in payment by charging interest @ 18% per annum and restore the allotment in case it has not been allotted to someone else. In such a situation, an alternate Premises, if available, may be offered in lieu of the Premises booked by the Applicant(s) under this Application.
11. That in cases the allottee(s) request to cancel the unit after signing the allotment letter. 10% of Basic Sales Price of the said unit, constituting the earnest money shall stand forfeited and the balance amount if any, will be refunded without any interest.
12. THAT the Earnest Money shall be deemed to be 10% of the consideration of the Premises.
13. THAT all taxes and statutory levies presently payable in relation to land comprised in "SAS DIVINE" have been included in the price of the Premises. 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 statutory authorities in future on the land and/or the Premises, the same shall be payable by the Allottee(s) on pro-rata basis.
14. THAT the External Development Charges (EDC) and Internal Development Charges are not included in the basic sale price of the Premises and would be charged extra as demanded by the Company. Any increase in EDC and IDC and other levies shall be to the sole account of the Allottee(s) only.
15. THAT the possession of. Premises shall be delivered by the Company to the Allottee(s) provided all amounts due and payable by the intending Allottee(s) as provided herein have been paid to the Company. The Company shall be entitled

to reasonable extension in delivery to the Allottee(s) of the possession of the Premises in the event of any default or negligence attributable to the Allottee(s)'s fulfillment of Terms & Conditions of Allotment.

16. THAT the development and delivery of possession of the Premises is subject to extension in case of occurrence of any force-majeure event, which includes delay for any reason beyond the control of the Company like non-availability of any building material due to market conditions, war or enemy action or natural calamities or any Act of God, any notice, order, rule, and notification of the Government/Court of Law/Public/Competent Authority or any other reason beyond the control of the Company. In case of occurrence 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 of equal or comparable quality without any claim or objection from the allottee.
17. THAT in case the Allottee wants to avail any loan facility from his employer or financial institutions or bank to facilitate the purchase of the Premises, the Company shall co-operate with the Allottee during the financing process. However, the terms of the financing agency shall be exclusively binding and applicable upon the Allottee only and the entire responsibility of getting the loan sanctioned and/or disbursed in accordance with the Company's payment plan will rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement is delayed, the Allottee shall ensure that the payments due to the Company are made as per payment plan, failing which, the Allottee shall be governed by the provision contained in clause 10 above.
18. THAT allotment made to the Allottee(s) is provisional, and the Company shall have the right to effect suitable alterations, if and when found necessary. Such alterations may include reasonable change in the area, layout plan, floor, block, number or direction of the Premises. The opinion of Company's architects on such changes will be final and binding on the Allottee(s). To implement any such change, and if consider necessary, a supplementary document, may be executed with the Allottee(s). Further, if there is any increase/decrease in the Super Built-up Area of the Premises revised price will be payable/adjustable at the original rate at which the Premises has been booked for allotment. In case any additional amount payable by the Allottee(s) is not paid to the Company within the specified time, the provisions of Clause 10 shall be applicable
19. THAT after completion of Premises and receipt of full consideration and other charges, if any, payable by the intending Allottee(s), suitable conveyance documents as per the policy of the Company shall be executed in favor of the intending Allottees(s) in the standard format approved by the Company. All expenses towards execution and registration of conveyance document including the stamp duty and registration charges shall be borne by Allottee(s). The Allottee(s) shall remain present before the authorities at the time of registration of such documents.
20. THAT the actual physical possession of the Premises shall be taken by the Allottee(s) after payment of full sale consideration and other charges including the stamp duty charges.
21. THAT the Company would pay to the Allottee(s) @Rs. 5/- per Sq. Ft. of super built up area per month for any delay on offering possession of the Premises beyond the period stipulated in the Buyer Agreement subject to any extensions due the occurrence of any force majeure event as laid down in clause 15 herein above.
22. THAT the intending Allottee(s) shall take possession of the Premises within 30 days from the date of issuance of final notice of possession by the Company, failing which, the said Premises shall lie at the risk and cost of the Allottee(s) and the Company shall have no liability or concern thereof. In such case, the Company shall not be responsible for any loss or damage to the fittings/fixtures in the Premises occasioned due to failure of the Allottee(s) to take possession within the stipulated time. Besides the maintenance charges, as determined by the Company/maintenance agency, holding charges @ Rs.5/- per sq. ft. of super built-up area per month shall also be payable by the Allottee(s) to the Company for the period the Premises is not taken in possession by the Allottee(s). [It is further agreed by the Allottee(s) that in the event of his/her failure to take over the said Premises within a period of 90 days from the issue of notice of possession by the Company, the Company shall have the option to cancel the allotment and the documents/agreements executed in relation thereto, without accruing any liability to the Allottee of any nature whatsoever. However, the Company may, at its sole discretion, decide to condone the delay on the condition that the Allottee(s) shall pay the maintenance charges and the holding charges to the Company, as stated above.
23. THAT the intending Allottee(s) shall also sign and execute a separate document for upkeep and maintenance of the common areas, services, facilities and installations of the complex, more specifically described in the Maintenance Agreement, which may be tripartite agreement executed with the nominated maintenance agency. The said Agreement shall spell out in detail the services and facilities to be provided and maintained in relation to the Premises.
24. THAT the intending Allottee(s) shall pay maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Premises) in the Complex, as determined by the Company or its nominated agency.
25. THAT 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.
26. THAT the intending Allottee(s) shall get his/her complete address registered with the Company at the time of booking and it shall be his/her responsibility to inform the Company by Registered AD letter about all subsequent changes if any, in his/her

address, failing which all demand notice and letters posted at the earlier registered address shall be deemed to 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.

27. THAT in case there are joint Allottees, all communications shall be sent by the Company to the Allottee 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 Allottees and no separate communication shall be necessary to the other named Allottee(s).

Any notice shall be sufficiently given if it is in writing and sent by registered post/ courier addressed to the respective address mentioned in this Application form or such other address as may be subsequently notified by the Company and / or Applicant(s)/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 delivered 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.

28. THAT the intending allottee(s) undertakes to abide by all laws, rules, regulations and orders law as may be applicable to the Premises.

29. THAT the Allottee(s) shall comply with all legal requirements for purchase of immovable property wherever applicable, after execution of the Buyers Agreement and sign all requisite applications, forms, affidavits, undertakings etc. as required for the purpose.

30. The Applicant(s) declare and affirm that, in case of joint allotment, failure to pay by anyone shall be deemed as failure to pay by both/ all and the joint intending allottee(s) shall be treated as one single person forte purpose of this application and both/ all shall be liable for the consequences jointly as well as severally.

31. THAT the Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and any rules and regulations framed there under or any statutory amendment(s), modification(s) made thereof and all other laws that may be applicable from time to time 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/Buyer 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 Allottee(s) understands and agrees that in the event of any failure on his / her part to comply with the applicable law, he / she shall be liable for any penalties or actions taken thereunder including under the Foreign Exchange Management Act, 1999 as amended from time to time. The company accepts no responsibility in this regard. The Allottee(s) shall keep the company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the 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 to receive any payments/remittances from any third party on behalf of any Allottee(s) and such third party shall not have any right in the application / allotment of the Premises applied for herein in any way and the Company shall issue the payment receipts in favour of the Allottee(s) only.

32. THAT the Allottee(s) shall not be entitled to transfer the Premises and/or get the name of his/her nominee(s) substituted in his/her place without prior approval of the Company and the Company, in its sole discretion, allow or refuse the same on such terms and conditions, as it may deem fit and proper.

33. THAT all or any disputes or differences arising out of or in relation to the terms of this Application or Buyer's 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 & Conciliation Act, 1996 or any statutory amendments, modifications thereof for the time being in force, shall govern the arbitration proceedings. 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/whole time director/ board of directors of the Company

34. THAT Courts at Lucknow shall have the exclusive jurisdiction in all matters arising out of and/or concerning this transaction.

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

**Signature of First/Sole Applicant**

**(Signature of Second Applicant, if any)**

**Name of the Applicant**

**Name of the Applicant**

Place.....

Dated.....



**SAS**

SAS Globals Private Limited  
**Registered Office**

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

*D I V I N E*

DISCOVER **Living**

