

Mulberry Duplex (G+1) Villas
Omaxe New Chandigarh, Chandigarh

APPLICATION FORM FOR VILLA

M/s. Omaxe Chandigarh Extension Developers Pvt. Ltd.
(Wholly owned subsidiary of M/s Omaxe Ltd.)
10, I.S.C., Kalkaji, New Delhi – 110019

Date _____

Dear Sir,

I/we, having examined the tentative plan of the Residential Township Project named as “Omaxe New Chandigarh”, to be developed under lawful arrangements by M/s. Omaxe Chandigarh Extension Developers Pvt. Ltd., (hereinafter referred to as “the Company”) on land falling in Mullanpur LPA (GMADA), Distt. SAS Nagar, Punjab, hereby apply for allotment of Mulberry Villas in “Omaxe New Chandigarh” to be built therein.

I/we agree to abide by the basic terms and conditions attached to this Application Form and also agree to sign and execute, as and when desired by the Company the Allotment Letter and the Buyer’s Agreement on the Company’s standard format, contents whereof have been read and understood by me/us and I/we agree to abide by them. I/we shall accept the specifications of the Villa and I/we shall pay basic sale price, preferential location charges, additional cost/ charge and the applicable Stamp Duty etc. as and when demanded by the Company.

I/we remit herewith a sum of Rs. _____ (Rupees _____)
vide Bank Draft/Cheque No. _____ dated _____ drawn on _____ being booking money for allotment of a Villa.

I/we have clearly understood that this application does not constitute an Agreement to sell and I/we do not become entitled to the provisional and/or final allotment of Villa notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/we sign and execute the Allotment Letter/ Buyers' Agreement, the allotment shall become final and binding upon the Company. If, however, I/we withdraw/cancel this application or I/we fail to sign/ execute and return the Allotment Letter/ Buyers' Agreement within thirty (30) days from the date of its dispatch by the Company then the Company may at its sole discretion treat my/our application as cancelled and the earnest money paid by me/us in the form of booking amount shall stand forfeited. I/we further agree to pay the installments and additional charges as per the Payment Plan (opted by me/us) as shown in the Price List and/or as stipulated/ demanded by the Company, failing which the allotment will be cancelled and the earnest money along with interest, if any due shall be forfeited by the Company. My/Our particulars are given below: -

1. First Applicant Mr./ Mrs./ Ms.....

Son / Wife / Daughter of Mr.....

Residential Address.....

Date of Birth.....Profession.....Designation.....

Nationality.....Marital Status No. of Children

Residential Status: Resident Non-Resident Foreign National of Indian Origin

Office/ Business Address

Tel. Res. Off Mobile

Fax No. E-Mail ID

*Income Tax Permanent Account No./ Ward No.

Please paste
Photograph and
sign across the
same

2. Second Applicant Mr./ Mrs./Ms.....

Son / Wife / Daughter of Mr.....

Residential Address.....

Date of Birth.....Profession.....Designation.....

Nationality.....Marital Status No. of Children

Residential Status: Resident Non-Resident Foreign National of Indian Origin

Office/ Business Address

Tel. Res. Off Mobile

Fax No. E-Mail ID

*Income Tax Permanent Account No. / Ward No.

Please paste
Photograph and
sign across the
same

(*PAN Card is to be attached mandatorily. Form to be filled in CAPTIAL letters only.)

Signature of 1st Applicant

Signature of 2nd Applicant

3. **Details of Villa:**

(i) Villa No..... (ii) Type..... (iii) Plot Areasq.mt./
 (..... sq. yd.) (iv) Super Built-up Area sq. ft./ (.....sq.mt.)

4. **Details of Pricing:**

		AS PER APPLICABLE PRICE LIST	REMARKS
(A) BASIC COST OF THE UNIT			
(i) Basic Sale Price (BSP)		Rs. _____	Rs. _____
(ii) Preferential Location Charges (PLC)		Rs. _____	Rs. _____
(B) ADDITIONAL COST			
1	Club	Rs. _____	Rs. _____
2	Power Back-up Installation Cost up to 10 KVA @ Rs. _____ /- per KVA	Rs. _____	Rs. _____
3	Other Cost	Rs. _____	Rs. _____
(C) MAINTENANCE SECURITY:			
Interest Free Maintenance Security (IFMS)		Rs. _____	Rs. _____
(D) GOVT. LEVY:			
External Development Charges (EDC)		Rs. _____	Rs. _____
*TOTAL (A+B+C+D) : AMOUNT IN FIGURE		Rs. _____	Rs. _____
REMARKED AMOUNT IN WORDS			
Note: Service tax, as applicable shall be payable by applicant(s) on payment of each installment.			
Payment Plan Option	Construction Linked Payment Plan <input type="checkbox"/>	Payment Plan with Additional Discount option <input type="checkbox"/>	
Mode of Booking	Direct <input type="checkbox"/>	Dealer <input type="checkbox"/>	
If through Dealer			
	Name	Signature with Stamp	

Declaration:

I/we do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. Any allotment against this application is subject to the terms and conditions attached to this application form and that of the Allotment Letter/ Buyer's Agreement, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s). I/we undertake to inform the Company of any change in my/our address or in any other particular/ information, given above, till the booked property is registered in my/our name(s) failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Company shall be deemed to have been received by me/ us.

इस दस्तावेज में वर्णित सभी तथ्यों व शर्तों को मुझे/हमें हिन्दी में पढ़कर सुनाया व समझा दिया गया है, जिनको पूर्ण रूप से सुनकर और समझकर स्वेच्छा से बिना किसी दबाव व जबरदस्ती के मैंने/हमने इस दस्तावेज पर अपने हस्ताक्षर/दस्तखत किये हैं।

 Name of the Applicant(s)

 Signature of the Applicant(s)

FOR OFFICE USE ONLY

CHECK LIST

- Whether the Application Form is completely filled-up with Photographs?
- Whether the Application Form is duly executed and signed in all pages by all Applicants?
- Whether the Cheque for booking amount is in proper name and duly signed & dated?
- Whether the PAN Card of the Applicant(s) is/are received?
- Whether the copy of Identity Proof is/are received?

Remarks: _____

Booked by _____ Checked by _____ Approved by _____

BASIC TERMS AND CONDITIONS

- 1 I/we have applied for allotment of **Mulberry Villas** to be developed and constructed in the Project named as “**Omaxe New Chandigarh**” by M/s. Omaxe Chandigarh Extension Developers Pvt. Ltd., (hereinafter referred to as “**the Company**”) on land falling in Mullanpur LPA (GMADA), Distt. SAS Nagar, Punjab.
- 2 Notwithstanding anything contained herein in this Application, I/we understand that my/our Application will be considered as valid and proper only upon realization of the amount tendered along with this Application.
- 3 Before applying for allotment of Villa, I/we have verified the terms/ conditions of provisional allotment and price of the said Villa with other Developers in the vicinity and have fully satisfied myself/ourselves about the terms, conditions, price of the said Villa and nature of rights, title, interest of the Company in the said Project, which is to be developed/ constructed by the Company as per prevailing byelaws/guidelines of Punjab Urban Planning & Development Authority (PUDA) and/or any other authority and has further understood all limitations and obligations in respect thereof. I/we further agree to abide by the terms and conditions of all the permissions, sanctions, directions etc. to be issued by Chief Town Planner, Punjab, Chandigarh and/or other Authorities/PUDA in this regard to the Company.
- 4 The allotment of the Villa is entirely at the discretion of the Company. The allotment of the said Villa shall be provisional and shall be confirmed on the issuance of Letter of Allotment or on signing of Buyer’s Agreement on the Company’s standard format which has been read and understood by me/us.
- 5 I/we acknowledge that the Company, as and when demanded by me/us, has provided all information & clarifications as required by me/us and that I/we have not unduly relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents/ brokers or otherwise including but not limited to any representations relating to description or physical condition of the property, the Project and the said Villa (including the size and dimensions and any other physical characteristics thereof), services to be provided by the Company, estimated facilities/amenities to be made available to me/us or any other data except as specifically represented in this the Application and that I/we have relied solely on my/our own judgment and investigation(s) for applying for allotment of the said Villa.
- 6 I/we hereby agree and understand that the Villa area provided herein & subsequently in Allotment Letter/ Buyer(s) Agreement are purely tentative and subject to approval from the Sanctioning Authority or Architect or Structural Engineers of the Company and I/we hereby give my/our consent for change (decrease/ increase) in the area of the said Villa, change in its dimension, size, location, number, boundaries etc. The final size, location, number, boundaries etc. shall be confirmed by the Company on completion of development of the Project. In case of increase in the area of the said Villa, I/we shall pay for the initial 10% of increase in area at the rate of booking of the said Villa and shall pay for balance increased area at the then prevailing company’s rate/ market rate. In case of decrease of the allotted area of the said Villa, the amount received in excess over and above the total cost of the said Villa based on the changed area, shall be refunded / adjusted (as may be) by the Company to the me/us without my/our protest and demur and without any interest thereon.
- 7 I/we have examined the tentative plans, designs and specifications of the Villa and have agreed that the Company may effect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority. The necessary changes/ alterations may involve change in position/ location, including change in dimensions, area or number etc. of the Villa.
- 8 I/we have specifically agreed that if due to any change in the layout, the said Villa ceases to be preferentially located, the Company shall refund/ adjust the amount of preferential location charges paid by me/us in the last installment as shown in the payment plan. If due to any change in the layout/building plan, the said Villa becomes preferentially located, then I/we shall be liable and agree to pay the preferential location charges as and when demanded by the Company as per prevailing rates.
- 9 I/we agree that the amount paid with the application and in installments as the case may be, to the extent of 20% of sale consideration of the Villa shall collectively constitute the earnest money.
- 10 (i) I/we understand and agree that timely payment of installments of basic cost and allied/ additional cost, Govt. levy etc. pertaining to the said Villa is the essence of the terms of the booking/ allotment. If I/we fail/ default in making payment of due amount within stipulated period then the Company shall have rights mentioned herein below:
 - (a) to keep on abeyance/ suspension of the booking or cancel the allotment of the said Villa,
 - (b) to forfeit/deduct the earnest money together with any brokerage, dealer commission and interest on installments due but unpaid and interest on delayed payments,
 - (c) to re-allocate the provisional allotment of the said Villa which includes change in area and location of the said Villa.(ii) If the Company opts to exercise the rights mentioned in sub-clause (a) and (b) as above, then the balance amount shall be refundable to me/us without any interest, after the said Villa is allotted to some other intending Allottee(s) and after compliance of certain formalities by the Allottee(s).
(iii) If the Company opts to exercise the rights mentioned in sub-clause (c) as above and as a result thereof, there are any changes in dimension, size etc. of the said Villa, then the price towards increase/decrease of re-allotted Villa shall be dealt (paid/adjusted) in a manner detailed in this Application Form.
(iv) Further, if any discount/ concession, in whatsoever way, has been given by the Company in the Basis Sale Price/ payment term to me/us in lieu of my/our consensus for timely payment of installments and other allied/ additional cost, then I/we hereby authorize

Signature of 1st Applicant

Signature of 2nd Applicant

the Company to withdraw such discount/ concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which I/we hereby agree to pay immediately. The Company in its absolute discretion may condone the delay by charging penal interest @ 18 % p.a. for upto one month delay from the due date of payment and @ 24 % p.a. thereafter on all outstanding dues from their respective due dates. The payment Plan is annexed herewith as **Annexure-A**.

- 11 I/we hereby agree that in case of cancellation of booking of the said unit, I/we shall submit 'No Objection Certificate' from the concerned dealer, if any, in this regard.
- 12 I/we further agree that in case of Additional Discount payment plan, if I/we fail to pay the installments in the promised time frame, then the Additional Discount Payment Plan shall be automatically considered as Construction Linked Payment Plan. In concurrence of the same the Company shall take the step detailed in sub-clause (iii) and (iv) of Clause 9 and shall have right to withdraw rebates or any other discounts provided in the Additional Discount payment plan of the said Villa.
- 13 I/we agree to make all payments within time in terms of schedule of payments as mentioned in Annexure-A and/or as may be demanded by the Company from time to time without any reminders from the Company through demand drafts/ cheques drawn upon scheduled banks in favour of "Omoxe Chandigarh Extn." payable at par. I/we further agree that in case I/we make any payment towards the said Villa from any third party account, then I/we shall ensure that there would be no claim by such third party in the said Villa against the payment made from third party account and I/we further agree that the Company shall not be liable or responsible for any inter-se transaction between such third party and me/us in any manner whatsoever. In the event, I/we make any payment through any third party account then I/we hereby agree to submit a declaration signed by such third party to the Company and upon receipt of such declaration from the third party and realization of payment, the Company shall proceed to issue receipt of such payment made by me/us from third party account.
- 14 Assignment of allotment of the Villa by the applicant shall be permissible at the discretion of the Company on payment of such administrative cost as may be fixed by the Company from time to time. Provided however, that the assignor and the assignee agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment. I/we hereby clearly agree and understand that the development period of the said Villa shall be reckoned with effect from the date of assignment of allotment right in the said Villa in favour of my/ our Assignee(s).
- 15 All statutory charges, taxes, cess, service tax and other levies demanded or imposed by the concerned authorities shall be payable proportionately by me/us from the date of booking as per demand raised by the Company. Notwithstanding anything contains contrary hereinabove, I/we hereby understand that Service tax (if applicable) shall be payable in accordance with his opted payment plan for payment of sale consideration of the said Villa. If I/we fail to disburse the installment along with applicable Service tax of the sale consideration of the said Villa in timely manner, in such eventuality, the unpaid service tax shall be construed as unpaid sale consideration of the said Unit and Applicant shall be liable to pay the due installments alongwith due service tax along with interest calculated @18 % per month (or, as applicable).
- 16 I/we hereby agree to pay to the Company interest free Maintenance Security in order to secure adequate provision of the maintenance services and for due performance of the Buyer(s) in paying the maintenance charges and other charges as raised by the maintenance agency from time to time. I/we hereby agree to pay the maintenance charges along with applicable taxes, cesses etc. to the Company/ the Maintenance Agency from the date of commencement of maintenance services by the Company/ the Maintenance Agency in the said Project, whether the Villa is physically occupied by me/us or not. Further, in order to smooth the function and mechanism of payment of monthly Maintenance Charges, the Buyer(s) hereby authorizes the Company to consider/ treat the aforesaid Interest Free Maintenance Security as Advance Maintenance Charges for all purposes from the date of offer of possession of the said Villa and further the I/we hereby agree and authorize the Company/ Maintenance Agency, to be appointed for this purpose, to adjust the monthly Maintenance Charges along with applicable taxes, cesses etc. payable to the Company/ Maintenance Agency from the date of commencement of maintenance services in the said Project against the aforesaid Advance Maintenance Charges and I/we hereby agree that the Company/ the Maintenance Agency shall not deliver the bills for the Maintenance Charges on monthly basis till such period the interest free Advance Maintenance Charges are fully exhausted. After the exhaustion of Advance Maintenance charges, I/we hereby agree to pay maintenance charges in respect of the said Villa regularly on monthly basis as per the Bills/ Invoices raised by such Maintenance Agency and in case of non-payment of maintenance charges within the time specified, I/we hereby agree to pay maintenance charges along-with interest at the rate of 18% per annum. Further non-payment of maintenance charges shall also disentitle me/ us to the enjoyment of common services including electricity, water etc.
- 17 In case at any time the Company hands over the Maintenance Services of the Project to the Resident Welfare Association (RWA), I/we hereby agree to join the said RWA. Further the Company shall have the right to transfer the balance Advance Maintenance Charges after adjusting there-from any outstanding maintenance bills and/ or other outgoing of the Buyer(s) to such RWA/ Maintenance Agency, as the Company may deem fit, and thereupon the Company shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the interest free Maintenance Security or Advance Maintenance Charges including but not limited to issues of repayment, refund and/ or claims, if any, of the Buyer(s) on account of the same.
- 18 In case I/we have NRI/ PIO status or if I/we am/are foreign national(s), then I/we shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable rules without any interest and the allotment shall stand cancelled forthwith. I/we agree that the Company will not be liable in any manner on such account.
- 19 The Company shall have the first lien and charge on the said Villa for all its dues and other sums payable by the applicant to the Company. Loans from financial institutions to finance the said Villa may be availed by me/us. However, availability of Loan/approval of the Project by the Financial Institution is not the pre-requisite/condition precedent of the allotment of the said Villa and I/we hereby agree to pay the sale consideration of the aforesaid Villa according to opted Payment Plan, irrespective of availability of finance from any Financial Institution. Further if any particular Institution/ Bank refuse to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of further installments/dues.

Signature of 1st Applicant

Signature of 2nd Applicant

- 20 In case the Company is forced to abandon the said Project due to force majeure circumstances or for reasons beyond its control, the Company shall refund the amount paid by the applicant upon compliance of necessary formalities by me/us.
- 21 The Company shall endeavor to give possession of the Villa to the applicant as early as possible, subject to force majeure circumstance and reasons beyond the control of the Company with a reasonable extension of time for possession subject to making of timely payment of installments to the Company by me/us.
- 22 I/we shall before taking possession of the Villa, must clear all the dues towards the Villa and have the Conveyance Deed for the said Villa executed in my/our favour by the Company after paying applicable stamp duty, registration fee and other legal charges/ expenses.
- 23 I/we shall use/ cause to be used the said Villa for designated residential purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Villa and forfeiture of the earnest money and other dues as stated hereinabove and the applicant will have to compensate the Company for all other losses resulting therefrom.
- 24 I/we shall have no objection in case the Company creates a charge on the project land during the course of development of the Project for raising loan from any bank/ financial institution. However, such charge, if created, shall be got vacated before handing over possession of the Villa to me/us.
- 25 Detailed terms and conditions shall form part of the Allotment Letter/Buyer's Agreement which the applicant shall execute as and when required by the Company.
- 26 I/we shall get my/our complete address and e-mail ID registered with the Company at the time of booking and it shall be his responsibility to inform the Company through letter by Registered A.D. about all subsequent changes in his address and e-mail ID, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur therefrom. I/we hereby agree that the Company shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Company.
- 27 To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by the applicant that reference shall be made to the detailed terms of the Allotment Letter/ Buyer's Agreement, the terms whereof have been seen, read and understood/accepted by me/us. It is specifically agreed by me/us that upon execution, if any ambiguity is apparent on its face, on such contingency the terms and condition of the Allotment Letter/Buyers Agreement shall supersede over the terms and conditions as set forth in this Application Form. However, I/we shall be bound by the terms and conditions incorporated under this Application Form till the execution of the Allotment Letter/Buyer(s) agreement in this regard
- 28 In case there are joint applicants, all communications shall be sent by the Company to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.
- 29 If any misrepresentation/ concealment/ suppression of material facts are found to be made by me/us, the allotment will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
- 30 All or any disputes arising out of or touching upon or in relation to the terms of this Application Form (subsequent allotment of unit) including the interpretation and validity of the terms 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 process of Arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi/ New Delhi. Subject to Arbitration as referred above, the Courts at Punjab shall have jurisdiction in case of any dispute.

DECLARATION:

I/we declare that the above terms and conditions have been read / understood and the same are acceptable to me/us. I/we gave sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Applications Form and paid the booking amount for allotment. I/We further undertake and assure the Company that in the event of rejection of my/our application for allotment for whatsoever reason, including but not limited to non-compliance of the terms by me/ us as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien under this Application or against any Unit in relation to the said Villa. If any other Persons has signed this Application Form on behalf my/ our behalf, then he shall be presumed to be duly authorized by me/ us through proper Authorization/Power of Attorney/ Resolution etc.

इस दस्तावेज में वर्णित सभी तथ्यों व शर्तों को मुझे/हमें हिन्दी में पढ़कर सुनाया व समझा दिया गया है, जिनको पूर्ण रूप से सुनकर और समझकर स्वेच्छा से बिना किसी दबाव व जबरदस्ती के मैंने/हमने इस दस्तावेज पर अपने हस्ताक्षर/दस्तखत किये हैं।

Name of the Applicant(s)

Place:

Signature of 1st Applicant

Signature of the Applicant(s)

Dated.....

Signature of 2nd Applicant

PAYMENT PLAN FOR VILLA

PLAN A: CONSTRUCTION LINKED PAYMENT PLAN	
At the time of Booking	Rs. _____
On 45th day of Booking	25% of BSP less booking amount already received
On Start of Construction	10% of BSP + 50 % of Additional Cost + 50 % of EDC
On Completion Plinth Level	10% of BSP + 50 % of Additional Cost + 50 % of EDC
On Casting of Ground Floor Roof	10% of BSP + 50 % of PLC (if any)
On Casting of First Floor Roof	10 % of BSP + 50 % of PLC (if any)
On Completion of Brick Work and Internal Plaster	10% of BSP
On Completion of Flooring(Except final grinding and external plaster)	10% of BSP
On Completion of External Plaster	10 % of BSP
On Offer of Possession	5 % of BSP + IFMS + Other Cost (if any)

PLAN B: PAYMENT PLAN WITH ADDITIONAL DISCOUNT OPTION	
At the time of Booking	Rs. _____
Within 45th day of Booking	25% of BSP less booking amount already received
Within 45th day of Allotment	70 % of BSP + PLC (if any) + 50 % of Additional Cost + EDC
On Final Notice of Possession	5 % of BSP + 50 % of Additional Cost + IFMS + Other Cost (if any)

NOTE: The afore-stated Additional Discount or timely payment discount on Installment Payment Plan on the Basic Sale Price has been offered to me/ us in lieu of my/ our consensus to make timely payment of installments and other allied cost. In case of my/ our failure to make timely payment of installments, I/we hereby authorize the Company to withdraw such rebate/ discount/ concession etc. and demand the payment of such discount amount as a part of sale consideration amount, which I/we hereby agree to pay immediately.

Signature of 1st ApplicantSignature of 2nd Applicant