

Omni Pacific Colonizers Pvt. Ltd.

Showroom No. 1-2, 1st Floor, Nirwana Greens-2, Nirwana Square, Chandigarh-Ropar Road, Kharar, Greater Mohali (Pb.)

Dear Sir,

I/We request that I/We may be registered for provisional allotment of Residential Apartment in "Amayra Greens", proposed to be developed by **Omni Pacific Colonizers Pvt. Ltd.** (hereinafter referred to as the company) in **KHARAR, DISTT. MOHALI (PUNJAB)**.

I/We agree to sign and execute, as and when required the Agreement to sell, containing detailed terms and conditions of allotment and / or such other corresponding document as prescribed on the Company's standard formats.

I/We also agree to abide by the General Terms & Conditions of allotment as enclosed hereto.

I/We remit herewith a sum of Rs. (Rupees) by Bank Draft/Cheque No. dated drawn on in favour of

SOLE/FIRST APPLICANT

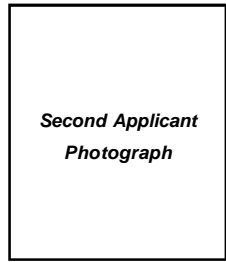
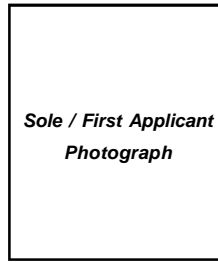
(Compulsory to fill all the details along with a passport size photograph)

Mr/Ms/Mrs. s/d/w/of Guardian's Name (if minor) Date of Birth Nationality Pan Ward/Circle/Range(when-assessed)

Occupation: Service () Professional () Business () Student () Housewife () Any other

Residential Status: Resident/Non-Resident/Foreign National of India origin/others please specify

Correspondence Address Pin



Permanent Address Pin Phone No. ISD/STD Code

Office Address Pin

Contact No.: Office Residence Mobile Fax E-mail @.....

SECOND APPLICANT

(Compulsory to fill all the details along with a passport size photograph)

Mr/Ms/Mrs. s/d/w/of Guardian's Name (if minor) Date of Birth Nationality Pan Ward/Circle/Range(when-assessed)

Occupation: Service () Professional () Business () Student () Housewife () Any other

Residential Status: Resident/Non-Resident/Foreign National of India origin/others please specify

Correspondence Address Pin

Permanent Address Pin Phone No. ISD/STD Code

Signature of the Intending Allottee(s)

Office Address
.....
.....
..... Pin

Contact No.: Office Residence
Mobile Fax
E-mail @

PROPERTY APPLIED FOR:

- i) One Bedroom ()
- ii) Two Bedroom ()
- iii) Three Bedroom ()

Provisional Registration: (Subject to availability)

Apartment No. Tower/Block/Building

No. Floor

Type Super Area Sq.ft. (approx.)

AMOUNT PAYABLE:

- i) Basic Consideration Price Rs.
- ii) External Development Charges Rs.
- iii) Preferential Location Charges(if applicable) Rs.
- iv) Other Charges, if any Rs.
- TOTAL PAYABLE Rs.

I/We, the above applicant(s) do hereby declare that the above particulars/information given by me/us are true and correct, and no material has been concealed therefrom.

(Signature of First/Sole Applicant) (Signature of Second Applicant)
Date:

Note:

All Cheques/Drafts to be made in favour of '**Omni Pacific Colonizers Pvt. Ltd.**' payable at Chandigarh.

All amounts received from intending Allottee(s) other than Resident Indian shall be from NRI/Foreign Currency Account Only.

FOR OFFICE USE ONLY

- i) Application status: Accepted () Rejected ()
- ii) Provisional Registration of Apartment
Apartment No. Tower/Block/Building
No. Floor 1/2/3/4/PH/DH
- iii) Basic Consideration Rate EDC
PLC
- iv) Gross Rate
- v) Car Parking Amount (Rs.)

TOTAL AMOUNT PAYABLE

- (1) Payment Plan: Cash Down Plan/Time Linked Installment Plan
- (2) Type of Account: SB/CA/NRE
- (3) Registration Amount Received Vide R.No.
Dated For Rs.
(Rupees))
- (4) Special instruction / Remarks
- (5) Mode of Booking: Direct/Broker(if Broker: Name & Address with Stamp

Date:

Note: This is only for information detailed prospectus with terms and conditions that will be filled up by the client, if his/her application for registration accepted.

Photograph should be self attested by client.

Photocopy of PAN No.

Residence proof should be self attested.

All document attached with application form.

INDICATIVE TERMS AND CONDITIONS FOR ALLOTMENT OF RESIDENTIAL UNIT

1. The intending allottee(s) has applied for allotment of a residential unit with full knowledge and subject to all the laws/notification and rules applicable to this area which have been explained by the company and understood by him/her.
2. The intending allottee(s) has fully satisfied himself/herself about the interest and the title of the company in the said land on which the residential unit will be constructed and has understood all limitations and obligations related to the project.
3. The intending allottee(s) has checked and accepted the plans, designs, specifications which are tentative and are kept at the company's office at Kharar and agrees that 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) hereby gives his/her consent to such variation/addition/alteration/deletion and modification.
4. 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 changes, namely change in the position of unit change in its number, dimension, height, size, area, layout or change of entire scheme.
5. The intending allottee(s) shall not to be entitled to get the name of his/her nominee(s) substituted in his/her place without any prior approval of the company, who may, in its sole discretion, permit the same on such terms as it may deem fit.
6. The intending allottee(s) agrees that he/she shall pay the price of the unit on the basis of super area i.e covered area inclusive of proportionate common area and all other charges as and all other charges as and when demanded. He/She also agrees to make all payments through demand drafts/cheques drawn in favour of the company and payable at Chandigarh only.
7. The external Development Charges for external services to be provided by the Punjab Government is included in the process as laid down by the Government and in case of any increase in these charges the same shall be paid by the intending allottee(s) as and when demanded by the Company. Service Tax and all other Govt. Charges (as applicable) will be borne by the allottee(s).
8. Preferentially located apartment charges as applicable & decided by the company shall be payable by the allottee(s).
9. The company and the intending allottee(s) hereby agree that the amount paid with application and in installments as the case may be, to the extent of 20% of the basic sale price of unit will collectively constitute the earnest money. This earnest shall stand forfeited in case of Non-fulfillment of these terms and conditions and those of allotment letter/Agreement as also in the event of the failure by the intending allottee(s) to sign the Allotment letter/Agreement within the time allowed by the company in case of non payment.
10. The time of punctual payment of installment is the essence of this contract. It shall be incumbent on the intending allottee(s) to comply with the terms of payment and other terms & conditions of sale, failing which the intending allottee(s) shall have to pay interest calculated from due date outstanding amount @ 24% on the delayed payments and the Company reserves its right to forfeit the earnest money in the event of irregular/delayed payments/non-Ful-fulfillment of terms of payment and the allotment may be cancelled at the discretion of the Company.
11. The intending allottee(s) agrees to reimburse to the company and to pay on demand all taxes, levis or Assessments whether levied now or leviable in future, on land and/or the building as the case may be, from the date of allotment.
12. The Company shall endeavors to complete construction of the unit within 30 months from the date of agreement/start of construction of apartment in which the unit is booked(whichsoever is later) subject to force circumstances and on receipt of all payments as per installment plan from the date of booking and on receipt of complete payment of basic sale price and other charges due and payable upto the date of possession according to the payment plan applicable to him/her. The company on completion of the construction shall issue final call notice to the intending allottee(s) who shall within 30 days thereof, remit all dues. The company shall issue letter of possession and the allottee(s) shall take possession with 30 days from the date of issue letter: In the event of his/her failure to the possession for any reason whatsoever, he/she shall be deemed to have taken possession of allotted unit and shall bear all maintenance charges and any other levis on account of the allotted unit.
13. The intending allottee agrees to enter into a maintenance agreement with the company or any other nominee/agency or other body as may be appointed by the company for the maintenance and upkeep of the said apartment/said building upon its completion and the intending allottee undertakes to pay the maintenance bills as raised by the company or such other nominee/agency or other body from the date of the certificate for occupation for use granted by the competent authority on prorata basis irrespective of whether the intending allottee is in occupation of the apartment or not. The allottee shall pay and always keep maintenance security and other charges paid by the company of the apartment shall pay the maintenance bills within fifteen (15) days of the demand by the company or any other nominee/agency or other body receives permission from electricity company for receiving and distributing bulk supply of electrical energy then the intending allottee undertakes to pay all deposits and charges paid to electricity company on his/her behalf failing which the same shall be treated as unpaid portion of the total price payable by the intending allottee and the conveyance of the apartment shall be withheld by the company till full payment thereof is received by the Company. Further in case of bulk supply of electrical energy, the intending allottee agree to abide by all the condition of sanction of sanction of bulk supply including but not limited to waiver of the intending allottee's rights to apply for individual/direct electrical supply connection directly to electricity company.
14. The allottee is signing this application form with the full knowledge that the building plans for the building in which the flat applied for is located are not yet sanctioned by the competent authority. Applicant has instructed the Company that if for any reason including non-sanction of the building plans, the Company is not in a position to finally allot a flat applied for within a period of one year from the date hereof, applicant would like to have refund of the amount deposited without any interest.
15. The sale deed shall be executed and got registered in favour of the intending allottee(s) within the reasonable time after the completion of development work/construction at the site and after receipt from his/her full price and other connected charges. Cost of stamp duty and registration/mutation charges etc, as applicable will be extra and shall be borne by the intending allottee(s). The intending allottee(s) shall pay, as when demanded by the company, stamp duty and registration charges/mutation charges and all other incidental and legal expenses for execution and registration of sale Deed/Mutation charges and all other incidental and legal expenses for execution and registration of sale Deed/Mutation of the unit in favour of the intending allottee(s).

Signature of the Intending Allottee(s)

16. 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 A/D letter about all subsequent changes, if any, in his/her address, failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those should ordinarily reach such address and the intending allottee(s) shall be responsible for any default in payment and other consequences that might occur there from. In all communication the reference of property booked must be mentioned clearly.

17. The Company Shall have the right lien and charge in the said unit for all its dues and other sum payable by the intending allottee(s) to the Company.

18. Unless a conveyance 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 allottee any right to title or interest therein.

19. The allotment of the unit is entirely at the discretion of the Company.

20. 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.

21. The intending allottee(s) shall pay atleast 20% of the total price within 30 days from the date of this application form, failing which the booking of the apartment will be cancelled automatically.

22. Courts alone shall have jurisdiction in all matters arising out of/touching and/or concerning this transaction.

23. The intending allottee(s) agrees to pay the total basic sale price and other charges of unit as per the payment plan (Down payment/ installment plan opted by him/her.

24. The intending allottee(s) shall not put up any name or sign board, Neon sign, publicity or advertisement material, hanging of clothes etc. on the external facade 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.

25. The allottee shall not use the premises for any activity other than the use specified for.

26. In case there are joint intending allottees, all communication shall be sent by the Company to the intending allottee(s) whose name appears first and all the address given by him/her for mailing and which shall for all purposes be considered as served on all the intending allottees and no separate communication shall be necessary to the other named intending allottee(s). The intending allottee(s) has agreed to this condition of the company.

27. Loans from financial institutions to finance the said unit may be availed by the applicant(s)/allottee(s) However, the company shall not be responsible in any manner if a particular institution/Bank refuses to finance the allotted unit on any ground.

28. The intending allottee(s) agrees that the sale of unit is subject to force clause which inter alia include Delay on account of Non-availability of steel/or cement or other building materials, or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the company, civil commotion, or by reason of war, or enemy action or earthquake or any act of God, delay in certain decision/clearance from statutory body, or if non-delivery of possession is as a result of any notice, order, rules or notification or the Government and/or any or any other public or competent authority or for any other reasons beyond the control of the company and in any or 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. The company as result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment or 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 allottee(s) for the period of delay/suspension of scheme.

29. In case of any dispute arising or relating to this application, same shall be referred to arbitration. The sole arbitrator shall be appointed by the Company. The venue of the arbitration shall be Kharar and languages shall be English / Hindi / Punjabi.

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 fully read and understood the above mentioned terms and conditions and agree to abide by the same.

Date:

Place:

Signature of the Intending Allottee(s)