

“INDIA TRADE TOWER”, MULLANPUR

COMMERCIAL/ OFFICE SPACE

APPLICATION FORM

M/s Bhanu Infrabuild Pvt. Ltd.

(a wholly owned Subsidiary of M/s Omaxe Ltd.)

7, L.S.C, Kalkaji,
New Delhi-110 019

Dear Sir,

I/We, having examined the tentative plan of the Commercial/ Office Tower/ Project known as “INDIA TRADE TOWER”, Mullanpur proposed to be developed under lawful arrangements by **M/s Bhanu Infrabuild Pvt. Ltd.**, (hereinafter referred to as “the Company”) on land falling in the revenue estate of village Bharonjia in Mullanpur, Distt. Mohali, Punjab, hereby apply for allotment of a Commercial/ Office Space 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 or 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 Commercial/ Office Space and I/we shall pay basic sale price, preferential location charges, additional cost and the applicable stamp duty etc. as and when demanded by the Company.

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 Commercial/ Office Space 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 remit herewith a sum of Rs. _____ (Rupees _____) vide Bank Draft/ Cheque No. _____ dated _____ drawn on _____ being booking money for allotment of said Commercial/ Office Space.

I/We further agree to pay the installments and additional cost 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 application/ allotment will be cancelled and the earnest money alongwith 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.....

Date of Birth..... Profession Designation

Residential Address

Marital Status No. of Children

Nationality

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

Company/Firm Name

Office Address

Tel. Res. Off Mobile

Fax No. E-Mail ID Permanent Account No./ Ward No.

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

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

Date of Birth..... Profession Designation

Residential Address

Marital Status No. of Children

Nationality

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

Company/Firm Name

Office Address

Tel. Res. Off Mobile

Fax No. E-Mail ID Permanent Account No./ Ward No.

PHOTOGRAPH

PHOTOGRAPH

3. **Details of Commercial/ Office Space:**

(i) Unit No..... (ii) Block (iii) Floor..... (iv) Super Area.....Sq.ft.(..... Sq.mt).

PARTICULARS	DETAILS	AMOUNT IN RS.
A. BASIC COST		
(i) Basic Sale Price (BSP)	@Rs..... per Sq.ft.	
(ii) Preferential Location Charges	_____ % of B.S.P	
B. ADDITIONAL COST		
(i) External Electrification Cost (E.E.C) & Fire Fighting Equipment Cost (F.F.E.C)	Rs.....	
(ii) Power Back-up Installation Cost (Minimum ___ KVA)	Rs.....	
(iii) Other Cost	Rs.....	
C. MAINTENANCE SECURITY		
Interest Free Maintenance Security (IFMS)	Rs.....	
TOTAL (A + B + C)	Rs.....	
Cost towards some additionally demanded/ enhanced Govt. Levy, Electricity Sub Station Cost, water, sewerage connection cost, other cost (if any), Stamp Duty, Registration Fee and allied charges/ cost for execution and registration of Conveyance Deed will be additionally payable by the Applicant/ Allottee before possession.		
Payment Plan Option	Down Payment Plan <input type="checkbox"/>	Flexi Payment Plan <input type="checkbox"/>
Mode of Booking	Direct <input type="checkbox"/>	Dealer <input type="checkbox"/>
If through Dealer		
	Name	Signature with Stamp

I/We the above applicant(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed therefrom. 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.

Name of the Applicant(s)

Signature of the Applicant(s)

Note: (i) All Cheques/Drafts to be made in favour of "Omaxe Chandigarh Extn-GBP" payable at Delhi/ Chandigarh only.
 (ii) Persons signing the Application Form on behalf of other person/firm/company shall file proper Authorisation/ Power of Attorney.

FOR OFFICE USE

CHECK LIST

1. **Whether the Application Form is completely filled-up with Photographs?**
2. **Whether the Application Form is duly executed and signed in all pages by all Applicants?**
3. **Whether the Cheque for booking amount is in proper name and duly signed & dated?**

Booked by _____ Checked by _____ Approved by _____

Acknowledgement Regn. No. _____ Form No. _____

Received from _____ Along with Cheque/ D.D No. _____

Dated _____ for Rs. _____ issued by _____ Draw _____

Subject to clearance of aforesaid Cheque/ Demand Draft and subject to compliance of all the terms & conditions set forth in this Application Form read with the request letter attached with this application form.

Authorized Signatory

BASIC TERMS AND CONDITIONS

1. The applicant has applied for allotment of said Commercial/ Office Space in the Commercial Tower/ Project known as “**India Trade Tower**”, **Mullanpur** proposed to be developed under lawful arrangements by **M/s Bhanu Infrabuild Pvt. Ltd.**, (hereinafter referred to as “**the Company**”) on land falling in the revenue estate of village Bharonjia in Mullanpur, Distt. Mohali, Punjab, under the following terms and conditions.
2. The allotment of the commercial/ office space is entirely at the discretion of the Company. The allotment of the said commercial/ office space shall be provisional and shall be confirmed on signing of Allotment Letter/ Buyer's Agreement on the Company's standard format which has been read and understood by the applicant.
3. The applicant/allottee has fully satisfied himself about the nature of rights, title, interest of the Company in the said Project, which is to be developed/ constructed by the Company as per the prevailing byelaws/ guidelines of the Punjab Urban Planning & Development Authority (PUDA) and/or any other authority and has further understood all limitations and obligations in respect thereof. The applicant/allottee further agrees to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by PUDA and/or other authorities in this regard to the Company.
4. The applicant/allottee has examined the tentative plans, designs and specifications of the commercial/ office space and has 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 commercial/ office space.
5. The applicant specifically agrees that application for the said commercial/ office space in the said Project is purely tentative and the Company may at its sole discretion decide not allot any or to allot all the said commercial/ office space in the said Project to anybody or altogether decide to put at abeyance the project itself without any dispute and protest from the applicant in pursuant to this Application and receipt of part consideration in form of Token Money in this regard.
6. The applicant/allottee agrees 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 commercial/ office space shall collectively constitute the earnest money.
7. Timely payment of installments of basic sale price and allied charges pertaining to the commercial/ office space is the essence of the terms of the booking/allotment. However in the event of breach of any of the terms and conditions of the allotment by the applicant/allottee, the allotment will be cancelled at the discretion of the Company and the earnest money together with any brokerage, dealer commission and interest on installments due but unpaid and interest on delayed payments shall stand forfeited/ deducted from the booking money/ installment amount. The balance amount shall be refundable to the applicant/allottee without any interest, after the said commercial/ office space is allotted to some other intending allottee and after compliance of certain formalities by the allottee. Further, if any discount/ concession/ concession, in whatsoever way, has been given by the Company in the Basic Sale Price/ in the payment term to the Buyer(s) in lieu of consensus of the Buyer(s) for timely payment of installments and other allied charges, then the Buyer(s) hereby authorizes the Company to withdraw such discount/ concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which the Buyer(s) 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.
8. The applicant hereby agrees that in case of cancellation of booking of the said unit, he shall submit 'No Objection Certificate' from the concerned Broker, if any, in this regard and submit same to the Company for processing of cancellation, failing which the Applicant hereby agrees that the brokerage/ commission so paid by the Company to such Broker shall be deducted by the Company from the refundable amount as per terms of the Application Form.
9. The applicant/allottee has specifically agreed that if due to any change in the layout, the said commercial/ office space ceases to be preferentially located the Company shall refund/adjust the amount of preferential location charges paid by the applicant/allottee in the last installment as shown in the payment plan. If due to any change in the layout/building plan, the said commercial/ office space becomes preferentially located, then the applicant/allottee shall be liable and agrees to pay the preferential location charges as and when demanded by the Company as per prevailing rates.
10. All payments by the applicant shall be made to the Company through demand drafts/ cheques drawn upon scheduled banks in favour of “**Omaxe Chandigarh Extn-GBP**” payable at Delhi/ Chandigarh only.
11. Assignment of allotment of the commercial/ office space by the applicant/allottee shall be permissible at the discretion of the Company on payment of such administrative charges as may be fixed by the Company from time to time. Provided however, that the allottee/assignor and the assignee (new allottee) agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment.
12. All statutory charges, taxes, cess, service tax and other levies, including any incidence of enhancement therein demanded or imposed by the concerned authorities shall be payable proportionately by the applicant(s)/allottee(s) from the date of booking as per demand raised by the Company.
13. The maintenance, upkeep, repairs, security, landscaping and common services etc. of the Project shall be managed by the Company or its nominated Maintenance Agency. The applicant/allottee of the commercial/ office space shall pay, as and when demanded, the maintenance charges including interest free security deposit for maintaining and up-keeping the said Project and the various services therein, as may be determined by the Company or the maintenance agency appointed for this purpose. Any delay in making payment will render the applicant/allottee liable to pay interest @18% per annum. Non-payment of any of the charges within the time specified shall also disentitle the applicant/allottee from the enjoyment of the common areas and services.
14. The Company shall have the first lien and charge on the said commercial/ office space for all its dues and other sums payable by the applicant/allottee to the Company.
15. The Company shall endeavor to complete the development of the commercial/ office space within 12 (Eighteen) months or within an extended period of six months from the date of execution of Allotment Letter/Agreement by the applicant(s)/ allottee(s) in this regard. However the computation of the development period commence only after the receipt of confirmation regarding provisional allotment of the said commercial/ office space by the Company and same always be subject to force majeure conditions mentioned in this application form and subject to various said commercial/ office space applicant(s)/Allottee(s) making timely payment or subject to any other reasons beyond the control of the Company. No claim by way of damages/compensation shall lie against the Company in case of delay in handing over the possession on account of any of the aforesaid reasons including untimely payment by the applicant(s)/allottee(s) and the Company shall be entitled to a reasonable extension of time for the delivery of possession of the said commercial/ office space to the applicant(s)/allottee(s). The aforesaid period of development shall be computed by excluding Sundays, Bank Holidays, enforced Govt. holidays and the days of cessation of work at site in compliance of order of any Judicial/ concerned State Legislative Body.

Signature of the Applicant(s)

16. Loans from financial institutions to finance the said commercial/ office space may be availed by the applicant/allottee. However, if a particular Institution/ Bank refuse to extend financial assistance on any ground, the applicant/allottee shall not make such refusal an excuse for non-payment of further installments/dues.
17. Applicant, having NRI/ PIO status or being foreign nationals 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/ the 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. The applicant agrees that the Company will not be liable in any manner on such account.
18. The Applicant hereby agrees that only after signing and execution the Allotment Letter/ Buyers' Agreement, the allotment shall become final and binding upon the Company. If, however, the Applicant withdraw/ cancel this application fails 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 the said application as cancelled and the earnest money paid by the Applicant shall stand forfeited.
19. The applicant/allottee undertakes to abide by and comply with all the laws, rules and regulations, terms and conditions applicable/made applicable to the said commercial/ office space /Project.
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/allottee upon happening of such eventuality.
21. The Company shall endeavor to give possession of the commercial/ office space to the applicant/allottee as early as possible, subject to force majeure circumstance and reasons beyond the control of the Company with a reasonable extension of time.
22. The applicant/allottee shall before taking possession of the commercial/ office space, must clear all the dues towards the commercial/ office space and have the Conveyance Deed for the said commercial/ office space executed in his favour by the Company after paying stamp duty, registration fee and other charges/expenses. The applicant shall be fully responsible for paying any deficient stamp duty and other charges to the Govt. authorities.
23. The applicant/allottee shall use/cause to be used the said commercial/ office space for commercial purpose only and not for any other purpose. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the commercial/ office space and forfeiture of the earnest money and other dues as stated hereinabove and the applicant/allottee will have to compensate the Company for all other losses resulting therefrom.
24. The applicant/allottee 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 commercial/ office space to the applicant/allottee.
25. Detailed terms and conditions shall form part of the Buyer's Agreement/ Allotment Letter which the applicant/allottee shall execute on confirmation of allotment.
26. To settle any confusion regarding any matter herein or anything being not covered/clarified herein, it is agreed by the applicant/allottee 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 the applicant/allottee.
27. The applicant/allottee shall get his complete address registered with the Company at the time of booking and it shall be his responsibility to inform the Company by Registered A.D. letter about all subsequent changes in his address, 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. In all communications the reference of the allotted commercial/ office space must be mentioned clearly.
28. In case there are joint applicants/allottees, all communication shall be sent by the Company to the applicant/allottee 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/allottees and no separate communication shall be necessary to the other named applicants/allottees.
29. If any misrepresentation/ concealment/ suppression of material facts are found to be made by the applicant/allottee, the allotment will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant/allottee shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
30. The applicant(s) have read and understand the terms and condition herein. The terms and conditions herein are to be read in conjunction with the Allotment Letters/ Buyers Agreement, sale/ conveyance and post maintenance agreement and letter sent by the Company, specific to the project.
31. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form 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 arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 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. The Courts at Chandigarh and Delhi alone shall have jurisdiction in case of any dispute.
32. Singular shall mean and include plural and masculine gender shall mean and include all feminine genders wherever applicable.

Name of the Applicant(s)

Signature of the Applicant(s)