

Application Form

PROVISIONAL ALLOTMENT OF APARTMENT

Date.

Name

Unit No.

Tower

Area

To,
M/s Divine Conbuild Pvt. Ltd.
A 77, Sector 2,
Noida 201301 (U.P.)

Dear Sir(s),

I/We request that I/we may be provisionally allotted a Residential Apartment in your project “**Oasis MyHome**” at **BGH A1, Site C (Extn.) Phase 1, Surajpur, Greater Noida, Distt. Gautam Budh Nagar, (U.P.)** under:

Construction Linked Payment Plan Down Payment Plan

I/We remit herewith a sum of Rs. _____ (Rupees _____

_____ only) by Cash/Draft/Cheque/RTGS No _____

dated _____ drawn on _____ as booking amount.

In the event of M/s Divine Conbuild Pvt. Ltd. (Hereinafter called the Company/Builder/Developer) agreeing to provisionally allot an apartment on sub lease, I/We agree to pay further installment of sub lease consideration and all other dues as stipulated in this application and the Allotment Letter and the Payment Plan as explained to me/us by the company and understood by me/us.

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 an apartment notwithstanding the fact that the company may have issued a receipt in acknowledgment of the money tendered with this application. It is only after I/We sign and execute the Allotment Letter on the company's standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the company.

I/We agree to abide by the terms and conditions of this application including those relating to payment of sub lease consideration and other charges as laid down herein and the execution of the Allotment Letter.

My/Our particulars are given below for your reference and records:

Sole/First Applicant		PHOTOGRAPH
Son of/Daughter of/Wife of		
Residential Mailing Address	Office address and Designation	
Telephone	Mobile	Fax
Email		Date of Birth
Residential Status Resident/NRI/PIO	Pan No.	Profession
Nationality		

Second Applicant		PHOTOGRAPH
Son of/Daughter of/Wife of		
Residential Mailing Address	Office address and Designation	
Telephone	Mobile	Fax
Email		Date of Birth
Residential Status Resident/NRI/PIO	Pan No.	Profession
Nationality		

 Signature of Sole/First Applicant

 Signature of Second Applicant (if any)

Cost of Apartment

S. No.	Particulars	Rate	Area/Particulars	Amount (Rs.)
1	Basic Sale Price (BSP)		Sq.Ft.	
2	Floor PLC		Sq.Ft.	
3	Location/View PLC		Sq.Ft.	
4	Covered Car Parking (Mandatory)			
5	Internal Development Charges		Sq.Ft.	
6	Club Membership Charges			
7	External Electrification & Fire Fighting Charges		Sq.Ft.	
8	Power Back-up Charges - 1KVA (Mandatory)		KVA.	
9	Other Charges (If any)			
				Amount
				Service Tax
				TOTAL

Note: Payments to be made by way of A/c Payee Cheque/Demand Draft in favour of "Divine Conbuild Pvt. Ltd."

(i) I/We are ready to pay Lease Rent @ Rs. 85/- per sq. ft. and IFMS charges @ Rs. 25/- per sq. ft. on offer of possession.

(ii) I/We are ready to pay service tax or any other statutory charges as levied by the government or any authority.

Any other Remarks: _____

DECLARATION

I/We, the applicant(s) do hereby declare that my/our application of registration for allotment of the apartment by the Company is irrevocable and that the above particulars/information given by me/us are true and correct and nothing has been concealed there from.

Yours Faithfully

Place:

Date:

Signature of Applicant(s)

FOR OFFICE USE ONLY**RECEIVING OFFICER:**

Name..... Signature..... Date.....

ACCEPTED/REJECTED**APARTMENT DETAILS**

Unit No..... Block No Floor No Tower No

Saleable Area..... sq. ft. @ per/sq. ft. along with following additional charges to be paid as per

Construction Linked Payment Plan Down Payment Plan

PAYMENT DETAILS

(a) BSP @ Rs..... (b) Additional Charges

(c) Other Charges(if any)..... (d) Service Tax.....

(e) Total Amount payable for apartment together with all other charges Rs.....

Payment received vide Cheque / DD / Pay order No..... Dated.....

Drawn on..... for Rs. (Rupees.....)

Provisional Booking Receipt No. Dated

Remarks:.....

BOOKING: DIRECT THROUGH SALES ORGANISER

Sales Organiser's Name & Address.....

Sales Organiser's Stamp with Signature:

Check List for Receiving Officer:

- Booking Amount vide Cheque/ Drafts
- Customer's Signature on both the pages of the application form
- PAN No. & copy of PAN Card/Undertaking Form No. 60
- For Companies: Memorandum & Articles of Association and Certified copy of Board Resolution
- For Foreign Nationals of Indian origin: Passport photocopy & NRE/FCNR A/c
- For NRI: Copy of Passport & NRE/NRO A/c

For Divine Conbuild Pvt. Ltd.

Approved by:

Authorised Signatory

Director

**TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR THE ALLOTMENT OF APARTMENT IN THE PROJECT
"OASIS MYHOME" Plot No. BGH A1, Site C (Extn.), Phase 1, Surajpur, Greater Noida, Distt. Gautam Budh Nagar**

Whereas the right of the intending allottee(s) will be restricted up to allotment of apartment in Group Housing Plot mentioned hereinabove on the following terms and conditions relating only to the above said Group Housing Plot and Complex to be constructed thereon: Whereas all terms & conditions of the lease deeds of the above project executed in favour of the company shall also be applicable to the intending allottee(s).

1. The building plans of proposed Group Housing Plot will be submitted/sanctioned to/by the Uttar Pradesh State Industrial Development Corporation (UPSIDC). The Complex will have apartment of different sizes and dimensions in various blocks therein and will also have spaces for daily needs commercial and meeting room etc.
2. That the intending allottee(s) has/ have seen all the documents of title and other relevant papers/ documents etc. Pertaining to the aforesaid Project and has/ have fully satisfied himself/ themselves about the title and rights of the said Builder in respect of the aforesaid Project. The Builder has right to develop and construct the apartments on the said Project and also has right to allot different apartments in the said Complex.
3. That the intending Allottee(s) has/have also agreed to abide by all the rules, regulations, terms and conditions, bye-laws of the UPSIDC as well as of the Government orders/Notifications/ UPSIDC Policy for an group housing in U. P. issued from time to time.
4. That saving and excepting the particular Apartment proposed to be allotted, the intending allottee(s) shall have no claim or right of any nature or kind whatsoever in respect of any other apartment, whether allotted or not, unsold apartment, open spaces, parking places, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, basements, parking spaces (excepting what has been allotted by an agreement to Intending Allottee(s)) or tot-lots, space for public amenities, shopping centres or any other space not allotted to him/her/ them, which shall all remain the property of the Builder for all times unless the Builder decides to dispose them off subject to right of the intending Allottee(s), as mentioned hereinafter and the Builder has the right to lease out the vacant apartment or the complete block of the apartments as a whole or in part to one or more person(s) company(ies)/ institution(s) whosever for short term or long term.
5. That as per the Layout Plan it is envisaged that the apartment on all Floors shall be sold as an independent unit/ apartment with impart able and undivided share in the land area underneath the particular piece of plot on which the building / tower comprising the allottee's apartment is constructed. The intending Allottee(s) shall not be permitted to construct any thing on the terrace. However, the Builder shall have the right to explore the terrace in case of any change in the F.A.R., carry out construction of further apartments in the eventuality of such change in the F.A.R. The construction of further / additional apartments etc., whether on terrace or in any other area / space in the project complex shall be the sole and exclusive property of the company / builder / developer. However, if as a result thereof, there is any change in the boundaries or areas of the said Apartment, the same shall be valid and binding on the intending allottee(s).
6. That the covered area shown in the brochure, map or any other document has been calculated on brick wall to brick wall basis.
7. That the intending Allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and agreed that the Builder may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the Builder, the government/ UPSIDC, any other Local Authority or Body having jurisdiction.
8. That the agreed lease consideration is for the total area of the said apartment, as mentioned hereinabove, property known as "Leasable Area" comprises the covered areas, areas under walls, full area of galleries and other projections whatsoever, together with proportionate interest in the common areas and facilities such as area under staircase, lifts, entrances and the exits of the building, water supply arrangements and installation such as power, light, sewerage etc. and including all rights attached to the said Apartment. However, it is admitted, acknowledged and so recorded between the parties that all other rights excepting what have been mentioned above including easement rights and to carry out further construction in case of any change in the F. A. R. density, open spaces, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, parking spaces (excepting what has been allotted by an agreement to Intending Allottee(s)) or tot-lots, space for public amenities, shopping centres or any other space will be the sole ownership of the Builder who will have the authority to charge membership for such facilities and dispose off the other assets, whatever stated above.
9. That after the execution of allotment letter the intending Allottee(s) shall be treated /referred as Allottee(s).
10. That if the allottee(s) make the payment towards the cost /instalment of the apartment by way of cheque and the cheque is dishonoured for any reason whatsoever, it shall be treated as if the allottee(s) have defaulted in payment of the amount / committed a breach of the terms and conditions of payment and shall be subject to the applicable provisions of this agreement, besides being liable for such action as may be applicable under the law.
11. That the intending Allottee(s) shall abide by all laws, rules and regulations of the UPSIDC /Local Bodies/State Govt. of U. P. , comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U. P. Pollution Control Board/Water Commission and of the proposed Body Corporate, Association of the Buyers (as and when formed till then as prescribed by the Builder) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after the completion of the complex. The Apartment shall be used for the purpose for which it is allotted.
12. That the intending Allottee(s) is aware that various apartment are being allotted to various persons under uniform terms and conditions. The intending Allottee(s) agrees that he will use the said apartment for residential purpose and shall not use the aforesaid apartment for any other purpose which may or likely to cause nuisance to intending Allottee(s) of other apartments in this Complex, to crowd the passages or to use it for any illegal or immoral purpose.
13. That the instalments in respect of payment of apartment will be due at the intervals, as per prescribed payment plans laid down by the Company/Builder. In case payment is not received within stipulated period specified in the payment plan or in the even of breach of any of the terms and conditions of allotment by the Allottee(s), the allotment will be cancelled and 15% of the total price of the apartment will be forfeited and balance amount, if any, will be refunded to the allottee without any interest.
14. That if for any reason the booking of the Apartment is cancelled by the intending Allottee(s) or the Builder (with proper reasons), then 15% of the total price of Apartment will be forfeited and balance amount, if any, will be refunded by the builder without any interest.
15. That the schedule of instalments under Payment Plan shall be final and binding on the intending Allottee(s). It is made clear that time for payment is the essence of this allotment. The intending Allottee(s) consent that incase in making the payment delayed in accordance to the payment schedule, the intending Allottee(s) shall be liable to pay interest @ 24% per annum for the due payment.
16. That the drawings displayed in the Site Office/Registered Office of the Builder showing the Building/Apartment are provisional and tentative and are subject to change at the instance of the sanctioning authorities or the Builder and the change can be made during the course of construction without any objection or claim from the Allottee(s).
17. That the intending Allottee(s) has/have seen and accepted the proposed plans, designs, specifications which are tentative, modifications in the layout plan/building plans, designs as the Builder may deem fit or as directed by any competent authority(ies). Any alteration/modification resulting in $\pm 5\%$ in the Leasable area of the Apartment, there will be no extra change/claim by the Builder/intending Allottee(s). However, any major alteration/modification resulting in more than $\pm 5\%$ change in Leasable area of the Apartment, any time prior to and upon the possession of the Apartment, the Builder shall intimate to the intending Allottee(s), in writing, the changes thereof and the resultant change, if any, in the price of the Apartment to be paid by him/her/ them and the intending Allottee(s) agrees to inform the Builder in writing his/her/their consent or objection to the Builder within 30 days from the date of such notice failing which the intending Allottee(s) shall be deemed to have given his/her/their full consent to all the alterations/modifications. If the intending Allottee(s) give his/her/their non-consent/objection then the allotment shall be deemed to be cancelled and the Builder shall refund the entire money received from the intending Allottee(s) without making/paying any deduction there from and interest thereon. The intending Allottee(s) agrees that any refundable/payable amount (without any interest) at the rate per sq. feet as mentioned in the Application/Allotment Letter.
18. Since it is a large project having number of buildings, the construction will be completed in phases. All the common facilities might be completed only after completion of construction of all the phases. As such the intending Allottee(s) must take the possession of his/her/their own flat as soon as it is made available for possession.
19. That the developer shall complete the development / construction of the Flat within 42 months from the date of execution of builder buyer agreement and with an extended period of 6 months thereof. In case of delay in construction of the said Flat attributable to delay of Developer, the Developer would pay a sum at the rate of Rs. 5/- per sq. ft. saleable/Leseable area per month for the period of delay to the intending Allottee, provided however that the intending Allottee has made payment of all instalments towards the sale consideration amount of the said Flat in time and without making any delay to the Developer.
20. That the construction of the Complex is likely to be completed in the stipulated time subject however, to force majeure circumstances, regular and timely payments by the intending Allottee(s), availability of building material, any dispute with the contractor, change of laws by Governmental/local authorities etc. No claim of whatsoever nature, whether by way of damage/ compensation etc. shall lie against the Builder in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the Builder.
21. That any request for any change in construction of any type in the apartment from the intending Allottee(s) will not be entertained
22. That after taking possession of Apartment the intending Allottee(s) shall have no claim against the Builder as regards quality of work, material, pending installation, area of Apartment or any other ground whatsoever.

Date:.....

Applicant:.....

Place:.....

Co-applicant:.....

23. That All taxes such as House Tax, Water Tax, Sewerage Tax, Service Tax, Electricity charges or any other taxes or charges shall be payable by the intending Allottee(s) from the date hereof or date of possession or deemed date of possession declared by the Builder, whichever is earlier.
24. The Buyer shall pay to the Developer a sum of Rs. 25/- (Rupees Twenty Five Only) per sq.ft. of the Saleable area of the Flat towards Interest Free Maintenance Security(IFMS) as replacement fund to be established for meeting expenses relating to repair/replacement of capital equipment including such as lifts, pumping sets, water mains, electric cables, transformers, generators, fire fighting installations, devices and equipments, painting of exterior walls of the complex, major repairs of common areas and facilities, as and when required to be attended to, in the absolute discretion of the Developer. It is clarified and agreed by the buyer that any expenses / cost incurred by the developer / builder towards replacement / repairs of any equipment / plant and machinery etc. Installed / underused for providing maintenance facilities / services shall be paid by the buyer proportionately, till such time the maintenance facilities are transferred / handed over to the duly registered apartment owners association, in accordance with the provisions of the U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE) RULES, 2010. Such cost / charges may be adjusted against the advance maintenance charges paid by the buyer or out of IFMS deposited at the time of allotment of the flat.
25. That the intending Allottee(s) consents that he/she/they will have to allow sweepers/maintenances staff to enter in his/her/their apartment/duct etc. for Cleaning/maintaining/repairing of the pipes/leakage/ seepage in his/her/their Apartment or any other Apartment.
26. That it is clearly explained, understood and agreed by the intending allottee(s) that if for any reason, whatsoever, be it for a circumstance, within or beyond the control of the company / builder, the whole or part of the project is abandoned, the intending allottee shall have no claim of any kind against the builder, and the builder will be discharged of its obligations under the agreement on the payment of the principal amount in full as received from the intending allottee(s), without any interest thereon.
27. It is hereby agreed, understood and declared by and between the parties that a Sub Lease Deed shall be executed and registered in favour of the intending allottee(s) after the apartment has been finally constructed at the site; and further only after the payment of total sale consideration, and other charges/ dues etc. as agreed herein by the intending allottee(s) to the builder. The other connected expenses i.e. cost of Stamp duty for registration of the Sub Lease deed/ Registry, registration charges / fee, miscellaneous expenses and Advocate legal fee/ charges etc. shall be borne and paid by the intending allottee(s). The intending allottee(s) will be responsible and liable for paying under stamp duty, deficiency in stamps and valuation/ under valuation of the apartment for the purposes of stamp duty/ any penalty in respect thereof. The intending allottee(s) shall also be liable and responsible for payment of all taxes / charges / penalties etc. whatsoever, as applicable, (including service tax) and as may be applicable at any time in the future in respect of this transaction.
28. That the Apartment shall be used for activities as are permissible under the Law.
29. That the intending Allottee(s) consents that for repairing any damages in the toilets/bathroom /any other portion of the other Apartment caused due to his negligence or wilful act. The intending Allottee(s) will be responsible for any damage to any equipment in the complex e.g. lift, fire fighting equipment, motor panels, water pumps or any other item if it occurs due to his/her/their malfunctioning or wilful act.
30. That the contents of each Apartment along with the connected structural part of the building shall be insured by the intending Allottee(s) at his/her/their own cost against the fire, earthquake etc. The Builder after handing over the possession of a particular Apartment shall in no way be responsible for safety, stability etc. of the structure. The intending Allottee(s) will pay all charges towards insurance either by him individually or through society collectively if so formed for the maintenance of building.
31. That the Builder covenants with the intending Allottee(s) that they shall peacefully hold and enjoy the said apartment without any interruption by the Builder or by any person claiming under the Builder. The intending Allottee(s) shall have right to sell or rent the apartment after taking possession of the apartment.
32. That Builder may get single point electric connection for the complex from the Concerned Power Corporation or any other concerned Authority and will be distributed through separate meters to the intending Allottee(s) through prepaid system. The intending Allottee(s) will get the electric connection for the capacity, as decided by the builder at the time of offer of possession.
33. That the Maintenance Charges, Power back-up charges, fixed charges for electricity, club charges and power back-up, city level maintenance charges or any other charges decided by the builder or agency maintaining the complex will be deducted through prepaid electric meter system.
34. It is clearly understood that the car parking space is a package deal with the sale of the flat / dwelling unit. The developer / builder has explained and the buyer has agreed that the specific area for the agreed car parking shall be decided at the time of giving of possession of the flat to the buyer including by the way of mechanical parking and further that the developer shall have the right to decide the same in its exclusive discretion including the mode of allotment. It is further agreed that in case of a buyer has been allocated additional parking, the car parking space may be allotted in the discretion of the developer on back to back basis / mechanical parking and not by way of separate parking space for each car. That it is agreed and acknowledged by the buyer that to meet the requirement of additional car parking space in the event of additional construction / expansion in view of the permission for additional F.A.R, the developer may in its discretion, convert the existing car parking space in a manner to create additional space for car parking by and including and not limited to the use of mechanical parking technology, without however, disturbing the right of the buyer of the flat as to the allotted parking granted herein.
35. Further, if there is any service tax, trade tax and any additional levies, rates, taxes, charges, compensation to the farmers, cess and fees etc. as assessed and attributable to the builder as a consequence of order from the government / UPSIDC / Statutory or other local authority(s), the said demand though issued on the builder, shall be the liability and responsibility of the intending allottee(s) / buyers of the apartments who shall pay / reimburse the said demand immediately to the builder on intimation, in his/her/their proportionate share [in proportion as attributable to the allottee(s)/owner(s)].
36. It is hereby agreed, understood and declared by and between the parties that the Builder may take construction finance/demand loan for the construction of the above Complex from the Banks/Financial Institutions after mortgaging the land/apartment in the said Project/Complex. However, the Sub Lease Deed in respect of Apartment in favour of intending Allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.
37. That until a sub lease deed is executed & registered, the Builder shall continue to be the owner of the Apartment and also the construction there on and this allotment shall not give to the intending Allottee(s) any rights or title or interest therein even though all payments have been received by the Builder. The Builder shall have the first lien and charge on the Apartment for all its dues that may/become due and payable by the intending Allottee(s) to the Builder. It is further clarified that the Builder is not constructing any Apartment as the contractor of the Intending Allottee(s), but on the other hand the Builder is constructing the Complex as its own and the sale will be effected after the actual construction/finishing of the Apartment by the execution of sub lease deed.
38. That the intending Allottee(s) agrees, and undertakes that he/she/they shall, after taking possession or receiving deemed possession of the said Apartment, as the case may be or at any time thereafter, have no objection to the Builder constructing or continuing with the construction of the remaining structures in the Project or other buildings adjoining the Apartment sold to the intending Allottee(s).
39. That the intending Allottee(s) shall get his/her/their complete address registered with the Builder at the time of booking and it shall be his responsibility to inform the Builder by registered A/D letter/ personal delivery about subsequent change, if any, in his/her/their address, failing which all demand letters/notices and letters posted at the first registered address will be deemed to have been received by him/her/their at the time when those should primarily reach and the intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
40. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said apartment, the same shall be referred to the sole arbitration of a person to be appointed by the 'BUILDER', the intending Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held in the city of New Delhi, India. The Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force. The High Court of New Delhi and the Courts subordinate to it alone shall have jurisdiction in all matter arising out of or touching and/or concerning this allotment.
41. In case of NRI / Foreign Nationals of Indian Origin allottee(s) the observance of the provisions of the Foreign Exchange Management Act, 1999, and any other law as may be prevailing shall be responsibility of the allottee(s), including seeking prior permission of RBI / any other government agency, as may be applicable. In case, the permission for acquisition of the apartment is not granted to the allottee(s), the amount received by the company will be refunded in full to the allottee(s) without any interest, and the allotment shall stand cancelled.
42. That the allottee(s) / apartment owners may undertake minor internal alterations in his/ her/ their unit only with the prior written approval of the company / concerned statutory authorities. The allottee(s) shall not be allowed to effect any changes/ alterations as may cause / is likely to cause damage the structure (column, beams, slabs etc.) of the block/ or the unit or to any part of adjacent units; changes that may affect the façade or common areas of the building or as cause encroachment on the common spaces in the building.
43. That the transfer of the rights of the allottee(s) for the apartment will be at the discretion of the builder and would require prior written approval of the builder and also subject to payment of such fee / administrative charges as prescribed by the builder from time to time.
44. It is made clear that any commitment/representation made and/or information delivered by any of the channel partner/sub-agent or their representative to any flat buyer/customer, which is not mentioned in the brochure/ application form/ flat-buyer agreement, shall not carry any authorization made on behalf of the company.
45. If any flat buyer demand some addition/alteration with in the policy of the company, in that case, the authorized signatory of the company is the right person to make such agreement.

I/We have fully read and understood the terms and conditions mentioned herein above and agree to abide by the same.

Date:.....

Applicant:.....

Place:.....

Co-applicant:.....



Oasis Group of Companies

Divine Conbuild Pvt. Ltd.

Corp. Off.: A 77, Sector 2, Noida 201301, India

Site Off.: Plot No. BGH A1, Site C (Extn.), Phase 1, Surajpur, Greater Noida, Distt. Gautam Budh Nagar

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