

(DIRECT BOOKING- To be filled by the customer making direct application to Omaxe Ltd.)

M/s Golden Peak Township Pvt. Ltd.

(Wholly Owned Subsidiary of M/s. Omaxe Ltd.)

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

Dear Sir,

I/We, having examined the tentative plan of the Residential Township Project named as "OMAXE CHANDIGARH EXTN." to be developed under lawful arrangements by M/s Golden Peak Township Pvt. Ltd., (hereinafter referred to as "the Company") on land falling in the revenue estate of villages Kansala, Parol, Kartarpur, Rani Majra, Takipur, Boothgarh, Dhode Majra, Rasoolpur and Bhagat Majra, in Mullanpur LPA (GMADA), Distt. SAS Nagar, Punjab, hereby apply for allotment of Residential Independent Floors 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 Independent Floors 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 arrangement for allotment and I/We do not become entitled to the provisional and/or final allotment of Independent Floor 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 Residential Independent Floor.

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.

PHOTOGRAPH

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

3. Details of Independent Floor:

- (i) Plot No..... (ii) Floor..... (iii) Built up AreaSq ft. (approx.) (iv) Block / Sector.....
(iv) Plot Area.....Sq Yds (..... sq mtr).

PARTICULARS	AMOUNT IN RS.
A. BASIC COST	
(i) Basic Sale Price (BSP)	Rs.....
(ii) Preferential Location Charges:	Rs.....
B. ADDITIONAL COST	
(i) Power Back-up Installation Cost	Rs.....
(ii) Club	Rs.....
(iii) Other Cost	Rs.....
C. MAINTENANCE SECURITY	
Interest Free Maintenance Security (IFMS)	Rs.....
TOTAL (A + B + C)	Rs.....
Payment Plan Option	Down Payment Plan <input type="checkbox"/> Installment Plan <input type="checkbox"/>

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.

(DIRECT BOOKING)

Name of the Applicant(s)

Signature of the Applicant(s)

Note: (i) All Cheques/Drafts to be made in favour of "Omaxe Chandigarh Extn." payable at New 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

Total No. of Applicants _____

Type of Bank Account of Applicants, if NRI/PIO (NRE/ NRO/ FCNR) _____

Remarks:

- _____
- _____

Booked by _____
(Name with Designation & Signature)

Checked by _____
(Name with Designation & Signature)

Approved by _____
(Name with Designation & Signature)

BASIC TERMS AND CONDITIONS

1. The applicant has applied for allotment of **Independent Floor** in the Residential Township Project named as "**OMAXE CHANDIGARH EXTN.**" (said Project) to be developed under lawful arrangement by M/s Golden Peak Township Pvt. Ltd., (hereinafter referred to as '**the Company**') on land situated in the revenue estate of villages Kansala, Parol, Kartarpur, Rani Majra, Takipur, Boothgarh, Dhode Majra, Rasoolpur and Bhagat Majra in Mullanpur LPA (GMADA), Distt. SAS Nagar, Punjab under the following terms and conditions.
2. The allotment of the Independent Floor is entirely at the discretion of the Company. The allotment of the said Independent Floor 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/allottee.
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 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 Independent Floor 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 Independent Floor and the applicant/ allottee hereby agrees not to claim for refund of amount paid/ any compensation due the said changes.
5. 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 Independent Floor shall collectively constitute the earnest money.
6. Timely payment of installments of basic sale price and allied cost pertaining to the Independent Floor 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 aforesaid earnest money together with any interest on installments due but unpaid and interest on delayed payments shall stand forfeited. The balance amount shall be refundable to the applicant/allottee without any interest, after the said Independent Floor is allotted to some other intending allottee and after compliance of certain formalities by the allottee. Further, if any discount/ concession has been given by the Company in the Basis 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 cost, 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.
7. The applicant hereby agrees that in case of cancellation of booking of the said unit, he shall submit 'No Objection Certificate' from the concerned dealer, if any, in this regard failing which the Company shall be entitled to deduct the brokerage/ commission amount from the refundable amount.
8. The applicant/allottee has specifically agreed that if due to any change in the layout, the said Independent Floor 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 Independent Floor 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.
9. All payments by the applicant/allottee shall be made to the Company through demand drafts/cheques drawn upon scheduled banks in favour of "**Omaxe Chandigarh Extn.**" payable at New Delhi/ Chandigarh only.
10. Assignment of allotment of the Independent Floor by the applicant/allottee 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 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.
11. All statutory charges, taxes, cess, service tax and other levies, including any increase in External Development Charges, Infrastructure Development Charges, etc. 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.
12. 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.
13. The Company shall have the first lien and charge on the said Independent Floor for all its dues and other sums payable by the applicant/allottee to the Company.
14. Loans from financial institutions to finance the said Independent Floor may be availed by the applicant/allottee. However, if a particular Institution/ Bank refuses to extend financial assistance on any ground, the applicant/allottee shall not make such refusal an excuse for non-payment of further installments/dues.

Signature of the Applicant(s)

15. The Company and/or its nominee shall manage the Club and may invite persons other than buyers of Independent Floors in the said Project for enjoying facilities thereof., on payment of requisite amount The applicant shall not interfere in the management and/or maintenance of the Club in any manner whatsoever and shall be entitled to avail the Club facilities as per the rules and regulations of the Club.
16. 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 Independent Floor/Project.
17. 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 on the happening of such eventuality.
18. The applicant/allottee shall before taking possession of the Independent Floor, must clear all the dues towards the Independent Floor and have the Conveyance Deed for the said Independent Floor executed in his favour by the Company after paying stamp duty, registration fee and other charges/expenses/cost. The applicant shall be fully responsible for paying any deficient stamp duty and other charges to the Govt. authorities.
19. The applicant/allottee shall use/cause to be used the said Independent Floor for residential purpose only and not for any other purpose. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Independent Floor and forfeiture of the earnest money and other dues as stated hereinabove and the applicant/allottee shall compensate the Company for all other losses resulting therefrom.
20. 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 Independent Floor 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/ cost within the time specified shall also disentitle the applicant/allottee from the enjoyment of the common areas and services.
21. The applicant/allottee hereby agrees 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, after the offer of possession of the Independent Floor by the Company.
22. 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 Independent Floor to the applicant/allottee.
23. The Company shall endeavor to complete the construction/ development of the Independent Floor/ Project within 24 months from the date of start of construction, or within an extended period of six months, subject to force-majeure conditions and subject to other Independent Floor Buyer(s)/ allottees 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 offering the possession on account of any of the aforesaid reasons and the Company shall be entitled to a reasonable extension of time for the offer of possession of the Independent Floor to the Buyer(s)/ allottee(s). However, in case of delay in construction of the said Independent Floor not attributable to delay due to aforementioned reason, the Company would pay to the Buyer(s)/ allottee(s) a sum of Rs. 10/- (Rupees Ten only) per sq. ft. per month for the period of delay. Similarly, the customer would be liable to pay holding charges @ Rs. 10/- (Rupees Ten only) per sq. ft. per month if he/she doesn't take the possession of the unit with 30 days from the company issuing notice of possession.
24. Cost towards some additionally demanded/ enhanced Govt. Levy, Electricity Sub Station Cost, External Electrification Cost (E.E.C) & Fire Fighting Equipment Cost (F.F.E.C), 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.
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 Independent Floor 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. 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. The Courts at Chandigarh and Delhi alone shall have jurisdiction in case of any dispute.
31. 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)