

**APPLICATION FOR PROVISIONAL BOOKING / ALLOTMENT OF RESIDENTIAL
FLATS IN THE PROJECTS OF “OMPEE CONSTRUCTION”,
PLOT -7, OMPEE GROUP TOWER , PALAM VIHAR EXT. GURGAON**

To,

OMPEE CONSTRUCTION
Plot no -7 , Ompee Group Tower,
Palam Vihar Ext.
Gurgaon

Dear Sir,

I/We request that I/We may be provisionally allotted a residential flat (Hereinafter referred to as UNIT) in your Project “ _____ ”, **Gurgaon** under your Payment Plan as selected by us in this application.

I/We have remitted / remit herewith a sum of Rs (Rupeesonly)
by bank Draft/ Cheques No.....dated.....drawn on
.....bank payable at New Delhi/Delhi/ Gurgaon
towards booking amount.

**IN CASE THE AMOUNT PAID / ADJUSTED HEREWITH FALLS SHORT OF
AMOUNT REQUIRED FOR BOOKING AS PER OPTED PAYMENT PLAN, I/ WE
PROMISE TO PAY THE BALANCE AMOUNT WITHIN 7 DAYS FAILING WHICH
THE BOOKING MAY BE CONSIDERD CANCELLED ON THE SOLE DISCRETION
OF THE FIRM.**

In the event of the Firm agreeing to provisionally allot a residential Unit, I/We agree to pay further installments of sale price and all other dues, as stipulated in this application and/or the Payment Plan as explained to me / us by the Firm 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 allotment and / or possession of a residential Unit notwithstanding the fact that the Firm may have issued a receipt in acknowledgment of money tendered with this application. I /we agree to sign and execute the Allotment letter on the Firm’s standard format agreeing to abide by the terms and conditions of the same. I/We have read the standard format of the Allotment Letter of the Firm and clearly understand that the ownership title in the Allotted UNIT .

If, however, I/we fail to execute and return the allotment Letter within thirty(30) days from the date of its dispatch by the Firm then this application shall be treated as cancelled and the earnest money (as defined in Clause 12 of the terms and conditions mentioned in this application) paid by me/us shall stand forfeited. I/ We are making this application within the full knowledge that the site plans, location of the Proposed Site and other terms and conditions as stated in this application for allotment are entirely tentative and are liable to be changed , altered, modified, revised, added, deleted, substituted or recast at the sole discretion of the Firm as it may deem fit.

I/ We agree to abide by the terms and conditions of this application including those relating to payment of sale price and other charges, forfeiture of earnest money as laid down herein and the execution of the Allotment letter.

I/ We agree to abide by the terms and conditions of this application and allotment letter.

My/ Our Particulars are given below for your reference and record:

1	<p><u>SOLE OR FIRST APPLICANT</u></p> <p>Mr./Mrs./Ms. _____ S/W/D of _____ Nationality _____ Age _____ Years, Profession _____ Residential Status: Resident/Non-resident/Foreign National of Indian Origin</p> <p>Income Tax Permanent Account No. _____ Ward/Circle/Special range and place where assessed to income tax _____ Mailing Address: _____ _____ _____ PIN _____ Tel. No. _____ Fax No. _____ Office Name & Address _____ _____ _____ PIN _____ Tel. Nos. _____ E-mail ID: _____ Mobile: _____</p>	<p>Please Affix your Photograph</p>
----------	--	--

2	<p><u>SECOND APPLICANT</u></p> <p>Mr./Mrs./Ms. _____ S/W/D of _____ Nationality _____ Age _____ Years, Profession _____ Residential Status:Resident/Non-resident/Foreign National of Indian Origin Income Tax Permanent Account No. _____ Ward/Circle/Special range and place where assessed to income tax _____ Mailing Address: _____ _____ _____ PIN _____ Tel. No. _____ Fax No. _____ Office Name & Address _____ _____ _____ PIN _____ Tel. Nos. _____ E-mail ID: _____ Mobile: _____</p>	<p>Please Affix your Photograph</p>
----------	--	--

3	<p><u>DETAILS OF UNIT</u></p> <p>Block - _____ Unit - _____ Area: _____ sq. ft (approx.) Price Rs. _____ Preferential Location Charges (PLC), if applicable @ Rs. _____ sq. yds. External Development Charges (EDC) @ Rs. _____ sq. yds. Total Basic Cost including EDC & PLC* Rs. _____ * Exclusive of other allied charges as per the terms of allotment</p> <p><u>PAYMENT PLAN</u>: DOWN PAYMENT PLAN []/DEVELOPMENT LINKED PAYMENT PLAN [] AGREED PAYMENT PLAN []</p>
----------	--

4	<p><u>Note: -</u></p> <p>A. Payments to be made by A/c Payee Cheque(s)/Demand Draft(s) in favour of “ OMPEE CONSTRUCTION ”, payable at New Delhi/Delhi/Gurgaon only.</p> <p>B. For details please see price list.</p> <p>C. Stamp duty and registration charges etc. shall be extra at actual and to be born By applicant.</p> <p>D. The total price above does not include:</p> <p>a) Any tax paid or payable by the Firm and / or its Contractors by way of Value Added Tax, State Sales Tax, Central Sales Tax, Works Contract Tax, and Service Tax or any other taxes by whatever name called, in connection with execution and sale of the project (hereinafter collectively referred to as “Taxes”) shall be payable by the applicant even if they are retrospective in effect.</p> <p>b) The Firm shall intimate to the intending Allottee, the amount payable as stated in above and the intending allottee shall make payment within 15 (Fifteen) days of such intimation.</p>
----------	---

	E. In case PAN card No. is not provided, intending Allottee(s) must provide declaration in Form No. 60
5	<p>DECLARATION: I/We _____ the applicant(s) do hereby declare that my/our application for the allotment of a Unit with the Firm is irrevocable and that the above particulars / information given by me/us are true and correct and nothing has been concealed therefrom. I/We have read, understood agreed to and signed the enclosed terms and conditions herein and undertake to abide by the terms and conditions of Allotment Letter to be executed.</p>

Date:
Place:

Yours Sincerely,

Signature of Applicant(s)

FOR BROKER'S USE ONLY	
Name and Address of Agent : _____	

Agent Code : _____	
NOTE: Agents must put their stamp and signature at appropriate place and ensure that copy of their PAN card is submitted to Firm. Non compliance may delay release of commission to them.	

FOR OFFICE USE ONLY

RECEIVING OFFICER: Name _____ Signature _____ Date _____

1. ACCEPTED/REJECTED

Details of Unit allotted:-

Block no. _____ Unit No. _____,

Area: _____ sq. ft(approx.)

2. Basic Sale price Rs. _____

External Development Charges @ Rs. _____

Preferential Location Charges, if applicable: @ Rs. _____

Total Sale Price(Basic +EDC+ PLC only): Rs. _____

(In words).....

3. Payment received at the time of booking for Unit vide cash/ Cheque / DD / pay order No. _____

_____ dated _____ For Rs. _____

drawn on _____ Bank.

4. Provisional booking receipt no. _____ dated _____

5. Type of Account _____

Date: _____

Place: _____

Authorized Signatory

ANNEXURE - A

PAYMENT PLAN

SN	Stage	Percentage of amount (E)	Allied Charges
1.	At the time of Booking		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

COST CALCULATION

A	Basic Sale Price	Rs. _____
B	External Development Charges (EDC) @ Rs. _____ Sq. Yds.	Rs. _____
C	Infrastructure Development Charges (IDC) @ Rs. _____ Sq. Yds.	Rs. _____
D	Preferential Location Charges (PLC)	Rs. _____
E	Total	Rs. _____ Rs.(in words): _____ _____)

Note: Above payment plans are applicable for the payment of Basic cost including EDC, IDC and PLC. Taxes and other allied charges if any are extra and shall be payable as and when demanded.

INDICATIVE TERMS & CONDITIONS
FORMING PART OF THIS APPLICATION FOR PROVISIONAL ALLOTMENT OF
RESIDENTIAL UNIT IN “ _____ ”, Gurgaon, HARYANA.

The terms and conditions given below are of indicative nature with a view to acquaint the applicant with the terms and conditions as comprehensively set out in the Standard Allotment Letter to be executed between the Firm and the intending Allottee(s).

1. The Project is located at
2. The intending Allottee(s) has applied for provisional allotment of a residential Unit in the project “**OMPEE CONSTRUCTION**”, Gurgaon, HARYANA with full knowledge of all laws/ notifications and rules applicable to this area in general and this project in particular, which have been explained by the Firm and understood by him / her.
3. That the intending Allottee(s) has fully satisfied himself/ herself about the right, interest and title of the Firm to sell and marketing the said Unit and right, interest and title of the Firm in the land on which the said Unit is proposed to be developed and has understood all limitations and obligations in respect thereof. The intending Allottee(s) agrees that there will not be any further investigations or objections by him / her in this respect.
4. The tentative layout plans have been seen by the applicants(s) / intending Allottee(s) and agrees that the Firm may affect such variations / alterations modifications etc.
5. The Intending Allottee shall make the payment of basic sale price, External Development Charges, and all the other charges as per opted payment plan or as and when demanded by the Firm as the case may be. He/ She also agrees to make all payments through demand drafts/ cheques/cash payable at New Delhi/ Delhi/ Gurgaon only.
6. The intending Allottee(s) shall pay on demand additionally i.e. other than basic selling price to the Firm, the charges for cost of External Electrification, Electric connection, Water Service Connection, Waste Water drain charges, Sewer Connection charges and shall be payable by the Allottee(s) in addition to the price of the Unit.
7. Apart from Internal Services, if any outside (external and/or peripheral) services are provided by any Government or local authority and any charge is levied thereupon and/or any other charges (e.g. infrastructure development charges) are levied under any other head, the same shall also be payable in addition to the aforesaid price on proportionate basis by the intending Allottee(s).
8. It shall be the duty of the intending Allottee(s) to make regular installments payment in accordance with the Payment Plan opted, on his own, without any dependence/ reference to any demand notices being issued by the Firm.
9. Operation and maintenance of various common services and facilities e.g. common security, upkeep of common areas, etc. inside the apartment shall, initially be managed by the Firm or Maintenance Agency or any other agency or entity

nominated by the Firm for this purpose, till such time the same is taken over by the Owner's Association or the Local Authorities as the case may be. The intending Allottee(s) shall and hereby agree to enter into a Maintenance Agreement with the aforesaid Agency at the time of offer of possession given by the Firm. The maintenance Agreement shall, stipulate the services to be maintained and the duration of the maintenance Agreement. The rate or charges of maintenance, etc. will be specified at a later date and the Allottee(s) agrees to abide by the same and pay all charges as and when demanded by the maintenance agency whether the said facility is being used by him or not. Maintenance charges shall start from the date of offer of possession irrespective of the fact whether the services are used by Allottee(s) or not.

10. The Stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of any agreement/ deed / document executed between the Firm and the intending Allottee(s) shall be borne by the Intending Allottee(s).
11. The Intending Allottee(s) shall inform the Firm in writing any change in the address mentioned in this application failing which all demands, notices by the Firm shall be mailed to the address given in this application and deemed to have been received by the intending Allottee(s). In case of joint Allottees, all communication shall be sent to the first named Allottee(s) in this application.
12. This Application and allotment letter (to be executed later) shall be constructed, interpreted, governed and applied in accordance with the laws, regulations, ordinances of the laws applicable in India and shall be subject to the exclusive jurisdiction of the Courts at GURGAON.

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

I/ We understand that the terms and conditions given above are of indicative nature

I/We are fully conscious that it is not incumbent on the part of the Firm to send us reminders/notices in respect of our obligations as set out in this application and / or Allotment Letter and I/we shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and conditions contained in this application and/or Allotment Letter. I /We have sought detailed explanations and clarifications from the Firm and the Firm has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the Firm, I have now signed this application form and paid the monies payable there under fully conscious of my liabilities and obligations including forfeiture of earnest money as may be imposed upon me. I /we further undertake and assure the Firm that in the event of cancellation of my/our provisional and/or final allotment either by way of forfeiture or refund of my/ our monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien on the UNIT applied for and provisionally and/or finally allotted to me/us in any manner whatsoever.

Date.....

Place.....

Signature of the intending Allottee(s)

FORM NO. 60
(See third provision to rule 114B)

Form of Declaration to be filled by a person who does not have either a Permanent Account Number or General Index Register Number and who makes payment in cash in respect of transaction Specified in clauses in (a) to (h) of Rule 114B

1) Full name and address of the declarant

2) Particulars of Transactions _____

3) Amount of Transactions _____

4) Are you assessed to tax? Yes / No

5) If Yes

(i) Details of Ward/ Circle/ Range where the last return of income was filed

(ii) Reasons for not having permanent number/General Index Register Number _____

6) Details of Document being produced in support of Address in column (1)

Verification

I _____ do hereby declare that what is stated above is true to the best of my knowledge and belief. Verified today, the _____ day of _____ 20_____.

Date _____

Place _____

Signature of the Declarant

Instructions: Documents which can be produced in support of the address are:-

- i. Passport
- ii. Driving Licence
- iii. Pan Card (mandatory)
- iv. Identity Card Issued by any Institution
- v. Copy of the Electricity/ Telephone bill showing residential address
- vi. Any document or communication issued by any Authority of Central/ State Government or Local Bodies showing residential address
- vii. Any other Documentary evidence in support of his/her address given in the Declaration