

APPLICATION FORM

To

The Managing Director

Sai Roshan Infrastructure Pvt. Ltd.

A/M-06, Bhimtangi, Phase-1, Bhubaneswar-751002

Sir,

I am / We are interested to possess a residential unit in **Sabita Residency**, a residential complex at Sampur, Bhubaneswar. I/We pay in Cash/DD/Banker's Cheque bearing No. _____ Dated _____ for Rs. _____ of _____ Bank in favour of Sai Roshan infrastructure Pvt. Ltd. payable at Bhubaneswar.

2. Please accept this amount towards booking of one residential 1 BHK / 2 BHK unit No. _____ with a super built up-area of _____ sft. in _____ floor. Necessary allotment may be made at your earliest convenience.

3. I/We furnish the necessary particulars as under :

- (I) Name of the Applicant : _____
 (II) Name of the Father/Husband : _____
 (III) Name of the Co-applicant : _____
 (IV) Name of Father/Husband : _____
 (v) a) Mailing Address (b) Permanent Address

PIN _____

PIN _____

Tel _____

Tel _____

(vi) Nationality : INDIAN / NRI / FOREIGNER

(vii) Age : Applicant _____ Co-Applciant _____

(viii) Occupation : Applicant _____ Co-Applciant _____

(ix) Sources of Finance : Own source _____

Dept. Housing Loan : _____

Housing Finance Co.: _____

(x) Caste : _____

(xi) Preference of Choice : _____

Sl No.	Residenatial Unit No.	Floor	Category	Super built up area in sft.	Rate per sft.
1.					
2.					
3.					

(xii) Certified that the particulars above are true to the best of my/our knowledge.

Date :

Signature

TERMS AND CONDITIONS GOVERNING ALLOTMENT OF FLATS AT SABITA RESIDENCY

1. The applicant (intending purchaser) has applied for allotment of a flat in the captioned Residential Complex with full knowledge of all laws, regulations and notification as applicable to the Area and to the Complex, which also have been explained in detail by the Builder (vendors) and understood by the applicant.
2. The applicant is fully aware of the rights & interest of the builder in the Project and the Project land and its limitations and obligations.
3. The applicant has fully verified and satisfied about the genuineness, validity and marketability of the title to the land over which the above complex is proposed to be built and accordingly no objections, investigations or questions will be raised by the applicant in this respect at any time in future.
4. The rate per sft means the rate per sft. of super Built-up Area, means the Plinth area of the unit plus Proportionate Common services and utility areas like entrance, lobby, corridors, passage, veranda, staircase, security rooms, servant quarters, common toilets, pump room, lift shaft/lift machine room, generator room, electrical room, society room and common parking etc.
5. Allotment of the specific flat requested by the applicant will be subject to its being vacant. In case it is already booked one of the flats as given in the “preference of Choice” against item (xi) in the application will be allotted which will be binding on the applicant.
6. During the course of construction, it may become necessary to modify / alter the drawings / designs / specifications etc. which may result in increase or decreases in the super Built-up area and the cost of the flat will be recalculated at the original rate at which it was booked. The applicant shall not raise any objection for such alterations / modification / changes and accept the recalculated cost and shall not cancel the allotment merely on the ground that the drawings / designs / specifications or the super Built-up Area have changed.
7. In case the builder decides to construct additional floors /flats / shops and for additional blocks, no objection shall be raised by the applicant for such construction.
8. In the event of the builder acquiring adjacent land and undertakes to construction additional buildings shall be deemed to be an extension of the present project styled as SABITA RESIDENCY and the common areas like roads, street lights, community hall, sewerage systems, and other facilities contemplated to be provided for the present complex shall be equally used and enjoyed by the owners/lessees of he blocks /apartments that may be constructed in future and the applicant shall not raise any objections whatsoever in this regard.
9. The applicant shall execute the flat agreements within 15 days from the date of allotment otherwise builder is free to change the allotment.
10. The builder expects to deliver possession of the flats within 36 months from the date of construction starts and if any delay occurs due to reasons beyond his control, the applicant shall not claim any damages or compensation.
11. All taxes, levis that may be levied by the Central/State Govt. / Local Bodies / Development Authorities after the date of booking shall be payable by the applicant, in addition to the cost of the flat, SERVICE TAX & VAT shall be paid by the Applicants as per prevailing norms of the Govt.
12. If any Installment remain unpaid from the due date up to 30 days, the builder shall charge interest@18% per annum along with amount to continue the allotment of flat.
13. The parking space will be provided on first come - first served basis, subject to full payment as decided by the builder.
14. In case of non-payment of installments or other components of sales price by the purchaser, the builder shall cancel the allotment after 30 days subject to a notice of 15 days giving opportunity to the purchaser to pay before the option of cancellation is exercised. The developers shall return the balance amount after due allocation of flat to another prospective buyer.
 - (i) After deduction interest @ 18% per annum on the unpaid amount as per the norms of agreement.

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15. The flat shall not be used for purposes other than the specific purposes for which it is intended.
16. The purchaser shall not substitute his/her name and of the nominee, if any, without the prior approval of the Builder.
17. Also, the purchaser shall not assign/transfer the interest in the land as well as the flat being constructed there on till it is completed without the permission of the Builder. However for availing of home loan from financial institution, such assignment/mortgage may be created with the approval of the Builder during its construction.
18. The intending purchasers shall get his/her complete address registered with the builder at the time of booking and shall be his/her responsibility to inform the builder 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 recorded address will be deemed to, have been received by him/her at the time when these should ordinary reach such address and the intending purchasers shall be responsible for any default in payment and other consequences that might occur there from.
19. In case the applicant decides to cancel the allotment, then Forfeiture shall be 2% of the agreement / allotment value of the flat or processing fees of minimum of Rs. 15,000/-. The balance amount shall be paid to the purchaser within after allotment of th same flat to another purchaser.
20. In addition to the cost of the flat, the applicant has to bear the following.
 - i. All expenses relating to the execution of the sale deed shall be in accordance with the rates prescribed/fixed by the Govt. authorities and shall be borne by the purchasers.
 - ii. The Cost and deposit for individual power supply to concerned department shall be borne by the purchaser and the arrangement shall be mode for the same by builder.
 - iii. Maintenance charges for a Period of Six Months at the rate of Rs.8/- per Sqr. Ft. for each flat to enable the “SABITA RESIDENCY” Owners Welfare Society to maintain the society services like common areas and facilities, corridors stairases, security, water pump generator etc. from the date of possession of flat.
21. The builder shall assess / estimate the expenses in respect of the items shown in 20 above and the applicant shall not question or ask to render accounts for such expenses.
22. Any additional items of work desired by the purchasers shall be undertaken by the Builder provided such requests are made well in advance. The extra construction shall be of such a nature that they don't involve any structural changes or alter the external appearance of the building and shall be at the sole discretion of the builder.
23. The applicant shall execute necessary documents before possession of flat to form apartment owners welfare society/ association.
24. In terms of the Odisha Apartment Ownership Act, 1982 and the Rules framed there under every owner is bound to become a member of the Association/Society of such owners and they shall be bound by the Rules & Regulations. By Laws framed by such Association / Society including payment of monthly fees / charges etc. as decided by the society / association which will maintain / administer the common areas and facilities in the complex.
25. The builder may reject / cancel the allotment of residential units at any time after notice.
26. The applicant shall execute a memorandum evidencing taking possession, no claim certificate, Declaration etc. at the time of handing over the flat as per the Performa to be supplied by the builder.
27. The construction specifications shall be as given in the Brochure relating to the project and/or as may be changed/amended by the Builder from time to time.
28. Any financial disputes among the parties herein shall be referred to arbitration of one arbitrator chosen by mutual agreement as per the law of Arbitration which may be in force and applicable and such arbitration proceedings shall be held at Bhubaneswar, Odisha and the award there of shall be binding on both the parties.

We have read and understood that the terms and conditions governing allotment of flats in the “SABITA RESIDENCY” as detailed above and we agree to abide and bound by the same.

Bhubaneswar

Signature

1.

Date :

2.