



APPLICATION FORM


Daruthenga, Bhubaneswar

APPLICATION FORM OF FLAT IN THE PROPOSED

Divine Enclave

BHUBANESWAR, ODISHA.

Photograph of
1st Applicant

Photograph of
2nd Applicant

Dear Madam/ Sir,

I/We request that I/We may please be allotted a Residential Flat in your proposed complex, known as " DIVINE ENCLAVE", to be developed by ABODES ODISHA, A/ 404, Elegance Apartment, Kalarahanga Road ,Bhubaneswar , Odisha.

I/We agree to abide by the Terms and Conditions of allotment as contained in this application form as well as brochure and any further amendments / additions that may be made by the Company from time to time. I/We agree to sign and execute, as and when desired by the Company, the agreement for construction of the flat or the flat Buyer's Agreement as the case may be on the Company's standard format which I/We have read thoroughly and understood and I/We agree by the terms and conditions contained therein.

I/We enclose herewith Cheque / Bank Draft No.....dt.....for

Rs(Rupees.....)

drawn on Bank in your favour, towards my/our booking/earnest money.

SOLE / FIRST APPLICANT

(Compulsory to fill all the details along with a passport size photograph)

Name of the Applicant Age

Father / Husband's Name

Occupation - Mob.No.....

Pan No-..... Adhar No.....

E-mail-.....

Permanent Address

Correspondence Address

PAYMENT SCHEDULE

1.	Towards Initial Booking Amount -	Rs. 5,00,000/-
2.	At The Time Of Agreement((Inclusive Of Initial Booking Amount)-	= 20%
3.	At The Time Of Foundation -	= 10%
4.	At The Time Of Stilt Floor Roof Slab -	= 10%
5.	At The Time Of 1st Floor Roof Slab -	= 10%
6.	At The Time Of 2nd Floor Roof Slab -	= 10%
7.	At The Time Of 3rd Floor Roof Slab -	= 10%
8.	At The Time Of 4th Floor Roof Slab	= 10%
9.	At The Time Of Bricks Work And Inside Plastering Of Respective Floor.	=10%
10.	At The Time Of Painting Works Of Respective Floor -	= 05%
11.	Final Instalment Before 15 Days Of Possession.	= 05%

DECLARATION

I/We hereby solemnly declare that the above particulars given by me/us are true to the best of my / our knowledge and belief. I/We shall furnish any additional information(s) if required. In the event of any delay on my/our part to furnish any particulars desired by your company, it shall be within the discretion of the Company to reject my/our application.

I/We further agree to pay the balance payment in accordance with the company's schedule of instalment . I/We further understand that the timely payment is the essence of transaction and accordingly we will abide by the payment plan. I/We have read the contents relating to the terms and conditions of allotment in detail annexed here to and hereby agree to abide fully by those.

DATE.

PLACE

SIGNATURE OF THE APPLICANT.

FOR OFFICE USE ONLY:

i. Provisional Registration Of Apartment .
Flat No:- _____ Floor:- _____ BHK _____ Super Built-Up Area:- _____ (Sqfts.)

ii. Basic Consideration Rate _____

iii. Car Parking Amount(Rs.) _____

iv. Security & Maintenance Charges .Rs _____

v. Power Back-up (Generator) - Rs. _____

vi. Transformer & Electric Meter Installation- Rs. _____

TOTAL AMOUNT PAYABLE Rs.

Remarks / Special Instructions:.....

.....

Date:

(Authorised Signatory)

TERMS AND CONDITIONS GOVERNING ALLOTMENT OF FLAT(S) IN THE RESIDENTIAL COMPLEX STYLED AS



1. The applicant (Intending purchaser) has applied for allotment of a flat in the captioned "Divine Enclave" with full knowledge of all laws, regulations and notifications as applicable to the Area and to the Complex, which also have been explained in details by the builders (vendors) and understood by the applicant.
2. The applicant is fully aware of the rights & interest (if 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.
 - a) 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.
 - b) The builder shall have the right to effect changes / alternations in the building plans if considered necessary and as a consequence thereof, the saleable area is increased or decreased, the total cost of the flat will stand suitably revised and it will be incumbent upon the applicant to accept the same.
 - c) The builder in their absolute discretion may make such changes / variations as may be required by the concerned authorities or deemed necessary or advisable during the course of construction without substantially altering the dimensions of the said flat floor area, car parking space to be constructed for the applicant and the applicant shall not raise any objections or questions about the same.
5. In the event of the builder acquiring adjacent land and undertakes to construct additional buildings, such additional buildings shall be deemed to be an extension of the present project styled as "Divine Enclave" 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 /lessee of the blocks/apartments that may be constructed in future and the applicant shall not raise any objections whatsoever in this regard.
6. It is expected that possession will be handed over within 30 months from the date of commencing construction. In this regard it is understood that as stated above, the construction will be done in phases and the time period of 30 months shall be calculated separately for each phase/blocks.
7. (A) The intending Allottee(s) shall not substitute his/her name and of the nominee, if any, without the prior approval of the builder.
(B) Also, intending Allottee(s) shall not assign/transfer the property before making its full & final payment and before taking possession of the same. That, if any exigency arises, then the purchaser will pay Rs 50 per sqft. of the Super area to the Builder which he /she receives from such transfer.
8. 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, which shall be in addition to the cost of the flat agreed upon.
9. Proportionate cost of fire fighting equipment including its installation, electric sub-station/transformers, panels, external electrification, individual service meter, security deposits etc. shall be payable by the purchasers over' and above the cost of the flat agreed upon. Such proportionate expenses shall be determined and intimated to the purchasers who shall pay the same within the time specified, failing which handing over possession of the flat will be put on hold and if required the builder reserves the right to cancel the allotment and refund the amount paid without any interest .
10. The purchaser shall pay the total cost of the flat amounting to Rs strictly in accordance with the payment schedule agreed to and in case the instalments are delayed, then the purchaser has to pay interest @ 18% per annum. Such instalments have to be paid within 30 days from their due dates and in case they are still not paid, the builder reserves himself the right to cancel the allotment and refund the amount paid without any interest.
11. In the event of the purchasers deciding to cancel the allotment for any reason whatsoever at any point of time after booking, the builder shall deduct Rs.50,000/- towards cancellation charges and refund the balance amount without Interest, after 90 days subject to re-allotment/sale of the flat to others.

12. Taxes and levies like GST, TDS etc. shall be borne and paid by the purchasers extra failing which handing over possession of the flat will be put on hold & if required the builder reserves the right to 'cancel the allotment & refund the amount paid without any interest.
13. After allotment of the flat any additional or any increase in taxes, charges or new taxes, charges that may be levied by the Government/ Local Bodies / Competent Authorities shall be borne by the purchasers.
14. Every purchaser is bound to be a member of the Apartment Owners Association to be formed in accordance with the provisions of the odisha Apartment Ownership Act 1982 and the Regulations. The builder shall hand over all the services, common areas and facilities etc. to the Owner's Association. Every purchaser has to pay the membership fees and contribution as fixed by the, association without fails and shall abide by the rules, regulations by laws of the Association.
15. That the intending Allottee(s) shall pay maintenance charges for upkeep and maintenance of various common services facilities (excluding internal maintenance of the apartment) in the complex, as determined by the company or its nominated agency. The Maintenance Charges @ Rs.1.50/- per sq.ft.(indicative/approx.) of Super Area per month for a period of one year, shall be payable in advance before the possession of the apartment is handed over to the Allottee(s).
16. In addition to the payment of maintenance charges, the allottee(s) shall pay Rs 1,00,000/- towards Society Corpus Fund for maintenance of the building. This Security Deposit/ Fund and / or interest earned on this Deposit/ Fund shall be utilized towards replacement, refurbishing, major repairs of plants, machinery etc.
17. That the actual physical possession of the apartment shall be taken by the Allottee(s) after clearance of total consideration and other charges including the stamp Duty Charges.
18. 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 work shall be of such a nature that they don't involve any structural changes or alter the external appearance of the building which may be executed by the builder at extra cost and shall' be at the sole discretion of the builder.
19. In the event of delay in completion; or in the delivery of possession of the flat by reason of non-availability of labour, steel, cement, water etc. or by reason of war, civil commotion etc. or due to any act of God, or due to any difficulty or impossibility arising from any Govt. Ordinances, Legislation or Notification or Order by the Govt. or Local Authority etc. the builder will not be held responsible in any manner.
20. 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 thereof shall be binding on both the parties.
21. The intending purchasers shall get his/her complete address registered with the builder at the time of booking and it shall be hrs/her responsibility to inform the builder by Registered AID 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.
22. The allotment of flats is entirely at the discretion of the Builder who has the right to reject any proposals without assigning any reason.
23. Bhubaneswar courts alone shall have jurisdiction in all matters arising out of and/or concerning this transaction.

I have read the above terms and conditions and
I agree to the same.

Signature of the Applicant(s)



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*Divine Enclave*
Daruthenga, Bhubaneswar