

Presents



BANYAN COURTYARD
A New Living Destination

APPLICATION FORM

To

Aryans Investa Infrastructure Pvt. Ltd.
2nd Floor, Right Wing, Commercial Complex
Acharya Vihar, Bhubaneswar-751013
Registration No. Bldr.209/BDA dated 26/04/2011

Photograph

Sir,

I / We are interested to possess a residential unit in your “**BANYAN COURTYARD**”, B+G+4 storied residential complex at Bhagabanpur, Bhubaneswar which has been duly approved by Bhubaneswar Development Authority. I / We pay in cash / DD /Banker’s cheque / cheque bearing no. dated drawn on (Bank & branch) for Unit No in Block Rs (Rupees only) in favour of Aryans Investa Infrastructure Pvt. Ltd. and payable at Bhubaneswar.

Please accept this amount towards booking of a residential unit no..... with a built up area measuring..... Sft. (approximately) and pro-rata common area measuring..... Sft. (approximately). Necessary allotment may be made at your earliest convenience.

I / We agree to abide by the terms and conditions of allotment as contained in the terms and conditions sheet appended forming a part of this application and any further amendments / additions that may be made by the promoter/developer from time to time.

I / We agree to execute registration of the apartment unit with relation to the residential building as allotted by the promoter/developer on receipt of intimation within the prescribed time limit with the knowledge that the building will be constructed by the said promoter/developer as per the plan duly sanctioned by BDA and specified construction details of the promoter/developer for the building in the said complex.

I / We agree to sign and execute the “Apartment Buyers agreement” in the company’s standard format containing the points most of which have been well explained in the terms and conditions sheet that have been read thoroughly and understood by me. I /We agree to abide by the terms and conditions contained therein.

I / we agree to pay further installments of Sale price and other charges as stipulated / called upon by the company.

Note: All cheques / DD should be A/C payee and drawn in favour of M/s. Aryans Investa Infrastructure Pvt. Lt d. and payable at Bhubaneswar only.

1. Applicant's Name

(a) S/o. W/o. D/o

Date of Birth Caste

Mailing Address

E-mail PAN No.

Permanent

Address Ph. No.

(b) Nominee/

Co-Applicant

S/o. W/o. D/o

Date of Birth Caste

Mailing Address Ph. No.

E mail PAN No.

Permanent Address

2. Residential Status Resident Non-Resident

3. Occupation (Mark) Service Business Professional Retired House Wife

4. Designation

5. Source of Finance Own source Dept. Housing Loan Housing Finance Company

6. Payment Plan Outright Installment

7. Preference of Choice

Unit No.	Floor	Block	Built up Area	Prorata Common Area	Super Built up Area

8. (a) Basic Sale Price @ Rs.

(b) Car Parking (Covered) @ Rs.

(Open) @ Rs.

(c) Maintenance & Security @ Rs.

(d) Preferential Location Charges (PLC) @ Rs.

Total cost of apartment: Rs.

Declaration:

I/we the undersigned (Applicant / Applicant & Co-applicant)do hereby declare that the above mentioned particulars / information given by me / us are true and correct to my/our knowledge and no material fact has been concealed there from.

Date:

Place:

Signature of Applicant(s)

Terms and Conditions for Provisional Allotment of Residential Apartment

BANYAN COURT at Bhagabanpur, Bhubaneswar

1. The Residential Apartment Housing package comprises of a vacant piece of land with an approach road and (B+G+4) residential building. The construction of residential Apartment building is undertaken by the promoter/developer as per the approved plan and specification mentioned in the brochure.
2. The intending allottee(s) has applied for the allotment of a residential unit with full knowledge and subject to all laws, bylaws, notifications and rules relating to this project which have been brought to his notice by the company and understood by him / her.
3. The intending allottee(s) has fully satisfied himself / herself about the rights and interests of the company in the said land and the project and has/have also gone through the tentative building plans & other documents relating to title & competency of the developer and its limitations and obligations in respect of the same.
4. The intending allottee(s) has fully verified and satisfied himself about the genuineness of the title-deed of the said land over which the apartment will be built and there will not be any objections or investigations by the intending allottee(s) in this respect in future.
5. The intending allottee(s) is fully aware, that after provisional allotment of the proposed residential package, he/she will execute the "Apartment Buyers Agreement" as per the terms and conditions of the builder, some of which are mentioned especially herein.
6. For preferentially situated flat/unit extra charges as decided by the Developer(s) shall be payable by the Intending Allottee(s).
7. The builder will construct the (B+G+4) residential building in accordance with the approved plan of B.D.A and as per the construction specifications given in the brochure.
8. (a) The intending allottee(s) shall not be entitled to get the name of his / her nominee(s) substituted in his place without the prior approval of the company.
(b) The intending allottee(s) shall not assign or transfer the rights and interest in the apartment unit if any, till it is completed in all respects and without completing the financial obligation with the promoter/developer as per the agreement.
9. After allotment of the building, all taxes and or charges whether levied during execution or in future by Government or any authority concerned, on the land or on the building (as the case may be) shall hence forth be paid by the intending allottee(s) only.
10. The Allottee(s) should make necessary arrangements to take physical possession of the building within 15 days of period from the date of intimation, issued by the developer, failing which Rs. 2500/- per month and monthly maintenance charges for society shall be payable extra by the allottee towards "watch and ward charges" till the date of handing over and taken over" including the default part of installment coupled with compensation as stated above. The Allottee(s) shall also be liable to pay the required holding charges until the date when the actual physical possession is taken over by the Allottee(s).
11. The intending Allottee(s) upon completion of the said building agrees to enter into Maintenance Agreement with the Develop(s) or any other nominated maintenance agency or other body as appointed by the Developer(s) from time to time for the maintenance and upkeep of the common areas and common services of the said Housing complex and the Intending Allottee(s) undertakes to pay the maintenance bills for maintaining the various services and facilities at the rate determined by the Developer(s) or its nominated maintenance agency. The Intending Allottee(s) agrees to deposit and to always keep deposited with the Developer(s) a maintenance security deposit calculated on the basis of the super area of the flat at a rate per sqft (approx) to be determined by the Developer(s).
12. In case of any additional work or up gradation if required like additional lift, the allottees will be informed well in advance in writing by the promoter/developer and the same has to be accepted by the allottee.
13. The bill amount for such additional work shall be determined and prepared by the promoter/developer basing on the prevailing price. After acceptance by the allottee only such additional work shall be executed leaving no room for disputes in future.
14. In the event of delay in completion or in the delivery for possession of the said unit, by reason of non availability of labour, steel, cement, water etc. or reason of war, civil commotion etc. or due to any act of God, force, majeure or due to any difficulty or impossibility arising from any Govt. legislation or notification or order by the Govt. or local authority etc, the developer shall not be held responsible in any manner for such delay.
15. Any financial dispute arising among the parties herein shall be referred to arbitration of single arbitrator chosen by mutual consent, as per the Law of Arbitration which may be enforced and applicable then, arbitration proceedings shall be held at Bhubaneswar, Orissa and the award thereof shall be binding on both the parties.
16. The intending allottee(s) shall get his/her complete address registered with the company at the time of booking and it shall be his/her responsibility to inform the company 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 registered address will be deemed to have been received by him/her at the time when these would ordinarily reach such address and the intending allottee(s) shall be responsible for any default in payment and other consequences that might occur thereon.
17. The allotment of the residential building is entirely at the discretion of the company and the company has the right to reject without assigning any reason thereof.
18. In case of death of an allottee(s), before taking possession of the house, the said property can only be handed over either to his/her nominee as mentioned in the application form submitted to the company or his/her legal heirs, after receiving relevant legal papers to support his/her/their stand as legal heir, provided such nominee/legal heir (s) performs and fulfills all the terms and conditions embodied in the "Apartment Buyers Agreement".
19. The developer shall only lend its services to arrange housing loan from approved banks, or any other financial institution subject to submission of all relevant paper timely and properly by the allottee(s) as required by the authorities and as explained by the developer. The necessary prescribed fees such as administrative fees, processing fees as well as miscellaneous expenses and charges as required for the housing loan should be borne by the allottee (borrower) only. However for speedy processing and in the absence of the allottee if such expenses are met by the developer, then the same should be reimbursed by the allottee immediately after intimation, in shape of cash only.
20. Interest on default payment will be charged @ 24% p.a. for number of days delay. If the Intending Allottee(s) fails to pay the installment along with interest, the Developer(s) shall forfeit the amount of earnest money deposited by him/her/them and the allotment shall stand cancelled and he/she/them shall have no lien/charge interest on the flat / unit. The amounts, if any, paid over and above the earnest

money shall be refunded without any interest by the Developer(s) after the adjustment of interest on delayed payments, if any, due from the Intending Allottee(s).

21. No interest will be paid by the developer in case of advance payment of installment and application money.
22. It is made clear to the Intending Allottee(s) that the square foot price of the flat is firm and escalation free. However the Allottee(s) shall separately pay for the car parking space allotted to him/her/them for his/her/their exclusive use. The Allottee(s) agrees that all such reserved car parking spaces allotted to the occupants shall not form a part of common areas of the said flat/building, unless otherwise provided in the law applicable for the time being in force. As the reserved parking space is an integral amenity of the flat the Allottee(s) undertakes not to sell/transfer/deal with reserved parking space independent of the flat.
23. Making payments in time on or before the due date as per the payment schedule is the sole responsibility of the allottee. Company will not be responsible to remind the allottee (s) about the payment schedule.
24. If any installment is unpaid for 60 days or more from the due date, then the promoter/developer shall have liberty to cancel the allotment after giving opportunity of hearing to the allottee through due notice and the same unit can be re-allotted to any other person(s).
25. In case the applicant decides to cancel the allotment, then the amount paid by him are refunded without any interest after 60 days after deducting:
 - (i) Rs. 25,000/- towards Cancellation fees and
 - (ii) Interest calculated @ 24% p.a. on the amount that have become due and remained unpaid.
26. In addition to the cost of the residential package the applicant has to pay the following:
 - (i) Registration expenses for execution of sale deed of the apartment.
 - (ii) The interest bearing maintenance charge shall be paid by the applicant @ Rs. 50 /- per sqft of Super Built up Area.
 - (iii) External Development Charges for services like:
 - (a) External Electrification.
 - (b) Swerage Disposal.
 - (c) Rain Water Disposal.
24. No surrender shall be entertained after taking over possession.
27. **MODE OF ALLOTMENT**
 - (i) Selection of allottees will be made by means of lottery or as first come first serve basis.
 - (ii) Preference in allotment shall be given only to the outright purchasers.
28. **OWNERSHIP**

The allottee after he/she become the owner consequent upon execution of sale deed and taking over possession shall be entitled to exclusive and inseparable right over his/her/their apartment area and the undivided rights over his/her land, common area and facilities with the co allottee (s).
29. The allottee shall pay sum as may be determined by Aryans Investa Infrastructure Pvt. Ltd., arising on account of special improvement and additional work if any in the house which shall be paid before execution of sale deed.
30. Any additional cost arising out of special infrastructural development and escalation shall be paid by the allottee before execution of sale deed. The cost of excess/less super built up area, if any, over this tentative allotted area shall be added or deducted at the rate to be decided by the developer. In case the allottee fails to pay the dues within due date fixed by the developer/ company, the allotment shall be liable for cancellation.
31. The developer reserves the right to reject any application without assigning any reason thereof. It also reserves the right to alter or modify the layout plan, the size and shape of the assets due to exigencies arising out of site condition and other contingencies or due to situations beyond its control.

DELIVERY OF POSSESSION:

The constructed houses will be handed over within a maximum period of 36 months from the launch of the project.

EXECUTION OF AGREEMENT AND SALE DEEDS:

Immediately upon booking and after the provisional allotment of the apartment, the allottee will have an agreement with M/s. Aryans Investa Infrastructure Pvt. Ltd., for purchase of a residential apartment unit as per the specifications mentioned in the brochure which shall be known as the "Apartment Buyers Agreement".

Upon completion of the construction and developments, the allottee shall have to complete the formalities connected with execution of the sale deed in the office of the Sub-Register, Bhubaneswar and all the expenses towards registration of the unit, as decided by the DSRO (District Sub – Registrar Office) Bhubaneswar, shall be borne by the purchaser.

DECLARATION

I/We hereby declare that I/We have not relied upon or have not been influenced by any Architects' plan, sale plan, sales brochure, advertisements, representation, warranties, statement or estimate of any nature whatsoever written or oral by the Promoter/Developer or their selling agents/brokers. I/We have fully read & understood the above mentioned terms & conditions and agree to abide by the same in free will & sound state of mind.

Date:

Place:

Signature of Applicant(s)