

OPERA GARDEN
(OID)

(RESIDENTIAL COMPLEX)

APPLICATION FOR ALLOTMENT
OF APARTMENT

Name _____

Address _____

Building Name _____

Apartment No. _____

Floor _____

CHANDIGARH COLONIZERS PVT. LTD.

SCO 36, Sector 3, Panchkula

Tel. : 0172 – 3203835, 6573886

**APPLICATION FOR ALLOTMENT OF RESIDENTIAL APARTMENTS AT
OPERA GARDEN, NAC ZIRAKPUR**

**CHANDIGARH COLONIZERS PVT. LTD,
S.C.O. – 36, SECTOR -3,
PANCHKULA.**

Dear Sir,

I/We request that I/We may be allotted a Residential APARTMENT in Opera Garden situated at village Kishanpura, N.A.C. Zirakpur under the payment plan and other terms and conditions as mentioned herein.

I/We agree and note that the allotment of Apartment is tentative and entirely at the discretion of the Company, and the Company has the right to reject any offer without assigning any reason thereof and without incurring/carrying any liability towards costs/damages/interest, etc. except that the earnest money shall be refunded to the applicant(s) in case of non- allotment without interest. In case of non-payment of any instalments by due date (as per the payment plan attached as Annexure II), interest @18 % p.a. shall be charged for delay upto a period of 2 months from the due date. In case of delay beyond 2 months, the amount already deposited shall be forfeited and the proposed transaction stands cancelled.

I/We remit herewith a sum of Rs./-(Rupees
.....only)by Bank Draft/ Cheque No.....
...dated.....drawn on.....
.....Bank, as registration deposit to be adjusted/appropriated towards stipulated
earnest money at the time of the allotment of the apartment. I/we agree to pay further
instalments of sale price as per payment plan (Annexure II).

It is solemnly affirmed that it will be treated a purely provisional allotment, until 35% of the price of the apartment is made as per payment plan, failing which allotment may be treated as cancelled or withdrawn by the undersigned, i.e., the applicant.

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

1. Sole or First Applicant Second Applicant (if Applicable)

Name Name.....

S/W/D/O S/W/D/O.....

Mailing Address Mailing Address.....

.....
.....

Permanent Address Permanent Address.....

.....

Ph. No. (O).....(R) Ph. No. (O).....(R)

e-Mail ID e-Mail ID

2. Details of Apartment

- (i) Block Name
- (ii) Apartment No
- (iii) Floor
- (iv) Type.....

3. Sole/First Applicant –PAN No.
 Second Applicant-PAN No.....

TERMS & CONDITIONS:-

- 1) That the allottee has purchased the above apartment subject to all knowledge & laws/notifications and rules applicable to the area in general.
- 2) The allottee have been informed and accepted that the construction, designs, specifications, etc. are tentative and that the promoter may affect such variations/ additions/ deletions as it may, in its sole discretion deem appropriate and fit. The allottee hereby has given his consent to such variation and modifications.
- 3) The company/Promoter shall have the right to effect suitable and necessary alteration in the layout plan if and when found necessary which may involve all or any or the following changes namely in the position of the Apartment/ dwelling unit, its dimensions, height, size, area, layout or change of entire scheme. To implement any or all of the above changes, supplementary agreement(s) if necessary, will be executed if there is any increase/decrease in the super area (The super area is defined in detail at annexure I) The super area includes the total Covered Areas including corridors, staircase, lift, area M/C room and any other common area.
- 4) The allottees shall not be entitled to get the name of his nominee(s) substituted in his place. The company/ promoters may however permit such nomination/ substitution on such terms and conditions as if may impose including payment of such nomination transfer and service charges as may be determined by the company/ promoter from time to time.
- 5) The allottees shall hereby agree that Rs. _____/-
 (Rupees _____ only) deposited by him shall be treated as earnest money. He shall make all the payment instalments as decided as per the instalment plan. (Annexure- II).
- 6) Any delay or indulgence by the company/ promoter in enforcing terms of

this Agreement or any forbearance of giving time to the allottee shall not be construed as waiver on the part company/ promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the allottees nor shall the same in any manner prejudice the right of the company/promoter.

- 7) That the purchaser has made financial arrangement for housing loan from financial institution or any other Govt./Semi Govt. authority in this regard, and he shall directly deal with them. The company/promoter shall not assume any responsibility for such financial arrangements. The purchaser may make financial arrangement with the financial institution after the full payment has been made to the company/promoter. The purchaser may not pledge or mortgage the said Apartment/dwelling unit till he becomes the owner of the Apartment/dwelling unit or full payment has been made to the company/promoter.
- 8) Except for the Apartment agreed to be sold herein, all other rights attached to the entire common areas in the said building project namely Opera Garden shall continue to rest absolutely in the name of promoter unless and until the same and any part thereof it is specifically transferred in any manner to any other individual, society, company or any other organization by whatever permit may be called. However, the percentage of undivided interest in the common areas and facilities shall be the rate of the built up area of the apartments to the total build up area of the building.
- 9) The company/promoter shall give possession of the Apartment/dwelling unit to allottees after full payment is made by him. The company/ promoter on receipt of full payment from the purchaser shall get the apartment registered in his/her name from the competent registration authority and the allottee shall pay all the registration charges levied by the government.
- 10) The responsibility of the promoter for maintenance of the building, infrastructure and other services ceases from the date the possession of the Apartment is taken by the purchaser. However, appropriate action shall be taken by the promoter/company to form/or appoint a company/authority to take care of the maintenance of the complex as deemed fit by the promoter. The company/authority are to provide services such as water supply, sewerage disposal, working of lifts, horticulture, sanitation –cleanliness, security, etc. for the proper up keep of the complex. The company/authority formed shall have absolute control and the authority for the maintenance of the complex and providing services. The company/authority shall have the right to fix amount payable by Apartment owners/ residents for the maintenance of

the complex and providing services. The charges decided by the company relating to the maintenance and services charges as assessed and demanded by the company shall be paid by the allottee within the scheduled time as may be decided by the company/Authority. In case of failure on the part of Apartment owner to pay regularly the maintenance/services charges, the company shall be within its rights to take such action as it may deem fit and may also with-hold/cut or remove amenities/facilities or services to defaulting Apartment owner/residents.

- 11) The allottee has fully satisfied himself about the interest and the title of the company/promoter in the land on which the Apartment/dwelling unit will be constructed and has understood all limitations and obligations in respect thereof, and there will be no more investigation or objection by the allottees in this respect.
- 12) The purchaser after taking possession of the said Apartment shall have no claim against the promoter in respect of any term of work, which may be alleged not have been carried to or completed in the said Apartment or for any reason whatsoever. If the purchaser fails to take possession within thirty days of the date notice of possession sent by the promoter, the purchaser will pay with holding charges @ 5% annually of the price of the flat. Further, the purchaser/Apartment owner shall also be liable to pay maintenance charges. However, if the allottee does not take over the possession of the Apartment within three months from the date of the offer of possession, the allotment of the Apartment will be cancelled. The company will forfeit the earnest money and balance amount paid by the allottees for the said Apartment will be refunded without any interest.
- 13) The conveyance deed shall be executed and got registered in favour of the allottees within the reasonable time after the Apartment is finally constructed at the site and after receipt from him full price and other connected charges, cost of stamp duty & registration, documentation charges, etc as applicable will be extra and shall be borne by the allottees. The allottees shall pay as and when demanded by the company/promoter, stamp duty and registration charges and all other incidental and legal expenses for execution and registration of conveyance deed Apartment/dwelling unit in favour of the allottees.
- 14) The allottees have got their complete permanent address registered with the company/promoter at the time of booking. It shall be his responsibility to inform the company /promoter by registered AD letter about all subsequent changes, if any, of the address, In case of failure

to do so, all demand notices letters posted at first registered address will be deemed to have been received by him at time when those should ordinary reach such address, and allottee shall be responsible for any default in payment and other consequences that might occur there from. In all communication, the reference of the property booked must be mentioned.

- 15) The allottee shall make all the payments as per instalment plan as fixed at the time of application. No separate intimation in regard to payment due shall be sent to the allottee.
- 16) Unless a conveyance deed is executed, registered and peaceful possession of the flat is taken over, the company/ promoter shall for all intents & purpose continue to be the owner of the Apartment/dwelling unit and this document shall not give to the allottee any right or title or interest therein.
- 17) The allotment of the parking space will be at the sole discretion of the company/promoter and they shall be at liberty to sell/transfer the parking spaces to any individual/agency/ company who is not resident of Opera Garden, Village Kishanpura, NAC Zirakpur.
- 18) After the possession of the Apartment /dwelling unit is handed over to the allottees, if any addition or alteration in or about or relating to the said building are thereafter required to be carried out at the instance of the Govt./ Municipalities/ or any statutory authority, the same shall be carried out by the allottee in co-operating with the other allottees of the other flat/ plot in the said building at their own cost(s) and company/ promoter shall not be any manner liable or responsible for the same.
- 19) The allottee shall abide by the Punjab Apartment and property regulation Act 1995 Punjab apartment ownership act 1995 and all laws, bye laws, rules and regulations of Urban Town Planning & Development Act 1995 & rules made there under Municipal Act and any other act, laws, bye laws, rules and regulations made or to be made/amended/modified by the Govt. Authorities from time to time in this behalf.
- 20) The allottees agree that sale of Apartment /dwelling unit is subject to force majeure clause which interalia include delays on account of non availability of steel and/ or other building materials, or water supply or electric power or slow down strike or due to a dispute with construction electric power or slow down strike or due to a dispute with construction agency employed by the company/promoter civil commotion, militant action or by reasons beyond the control of the company/promoter and in any of the aforesaid events the company/promoter shall be entitled to

a reasonable corresponding extension of the time of the delivery of possession of the said Apartment/ dwelling unit on account of force majeure circumstances. The company/ promoter as a result of such contingency arising reserves the right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of the company/promoter so warrant the company/ promoter may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatever can be claimed by the allottee for the period of delay/ suspension of scheme. If the company/promoter abandons the scheme, the company/ promoter liability shall be limited to the refund of the amount paid by the allottee without any interest or compensation whatsoever.

- 21) The allottee hereby agrees to pay to company /promoter from time to time and all the time the amounts which the allottee is liable to pay as agreed and to observe and perform all covenants and conditions of booking and this agreement to sell and sale to keep the company/ promoter and its agents and representative, indemnified and harmless against the sale payments and observance and performance of the covenants & condition also against any loss and damages that the company/ promoter may suffer as a result of nonpayment and non observance and non performance of said covenants and conditions except in so far as the same are to be observed and performed by the company/ promoter.
- 22) The allottee shall be the only authorized resident and shall be allowed to use the parking, common area, etc and person who are not resident of the housing complex shall not be allowed to use the parking, common areas or other facilities of the complex claiming through any authorized resident/allottee without prior permission from the company/ promoter, association or society.
- 23) If the allottees wants to sell/transfer at any stage the parking space purchased by him, he shall sell/transfer the same by nomination or otherwise to an authorized resident and not to any person who is/are not resident of the Opera Garden.
- 24) The allottees shall not throw or accumulate any dirt, rubbish, rags any other refuse or permit, same to be thrown and allow the same to be accumulated in his Apartment/dwelling unit or in the compound or any portion of building or the Apartment/dwelling unit.
- 25) The allottees and subsequent occupant shall not put any name or sign board, neon light publicity or advisement material hanging of clothes, etc. on the external face of the building or anywhere on the exterior of the

building or common areas. The allottees shall also not change the colour scheme of the outer walls or painting of the exterior of the doors and windows etc. or carry out any change in the external elevation or design.

- 26) The allottees shall not be allowed to bring pets inside the housing complex without the prior permission from the company/promoter. In case permission is granted to keep the pet, the allottees shall be responsible for the cleanliness of the lobby, common areas, etc. Further, the permission may stand withdrawn if the pet is creating a nuisance/disturbance to other residents of the complex.
- 27) Any dispute arising out of the terms and conditions of this agreement including the interpretation and validity of the terms thereof and the respective rights and colligation of the parties shall be settled by mutual decision failing which the same shall be settled through the arbitration of the designated persons/person to be appointed by the company Chandigarh Colonizers Pvt. Ltd. Arbitration proceeding shall be governed by arbitration Act 1998 or any statutory amendments/ modifications thereof for the time being in force.
- 28) In case the allottee desires to sell the apartment before the full & final payment, he shall give a written application in this regard to Chandigarh Colonizers Pvt. Ltd. with a transfer fee of Rs. 25/- per Sqft. of Super Area.
- 29) The allottees shall not use the premises for any commercial activity or otherwise except for residential purpose only.
- 30) The allottees shall not use the flat/dwelling unit or the parking space allotted for the flat/dwelling unit for any purpose other than those intended to and shall not store in any hazardous, inflammable or obnoxious goods, material or articles enter in the said parking space or flat/dwelling unit.
- 31) All letters, receipts and/or notices issued by the Company/promoter and dispatched under certificate of posting to the address of allottee known to the company/promoter will be sufficient proof of receipt of the same by the allottee and shall effectually discharge the company/promoter of any liability in this respect.
- 32) The allottee agrees that if as a result of any legislation order or rules and regulations made or issued by the government or any other authority, company/promoter, after allotment, is unable to deliver possession of the flat/parking space to the allottees, the only responsibility and liability of the company/promoter will be to pay to the allottees and several other persons who have purchased or who may purchase hereafter the Apartments parking spaces and other portion in the said building the

amount (attributable to said Apartment and parking space) that may have been received by the company/promoter at that time without any interest or compensation of whatsoever nature within such reasonable period and in such manner as may be decided by company/promoter whose decision shall be final and binding on the allottees. Save as aforesaid, neither party shall have any right or claim against the other under or in relation to this agreement.

33) I/We have fully read and understood the above mentioned terms & conditions of this flat buyer's application and agree to abide by the same.

Declaration :

I/We, the applicant(s), do hereby declare that my/our request for allotment is irrevocable and that the above particulars/information given by me/us are true and correct. I/We hereby undertake to inform the Company of any change in the above information, till the apartment, if allotted, is duly registered in my/our name(s). I/We also agree to abide all the rules and regulations of the company after possession of the apartment as formulated by the company from time to time.

Yours truly,

Signature of sole/first Applicant

Second Applicant

Place:

Date:

ANNEXURE - I
OPERA GARDEN (APARTMENT)
Definition of super area

Super area of the said apartment shall be the sum of apartment area of the said apartment and its prorata share of common area in the entire said building.

Whereas the apartment areas of the said apartment, shall mean the entire area enclosed by its periphery walls including area under walls, columns, balconies, cupboards and lofts, etc. and half the area of common walls with other premises/ apartments which form integral part of said apartment and common areas shall mean all such parts/areas in the entire said building which the allottee shall use by sharing with other occupants of the said building including entrance lobby at ground floor, lift lobbies, lift shafts, corridors, staircases, electrical shafts, fire shafts and walls of plumbing shafts on all floors, munties, lift machine room, overhead water tanks, maintenance office/stores etc., architectural features if provided and security/fire control rooms.

Super area of the apartment provided with exclusive open terrace(s) shall also include area of such terrace(s). Apartment allottee however, shall not be permitted to cover such terrace(s) and shall use the same as open terrace only and in no other manner whatsoever.

It is further clarified that the super area mentioned in the agreement is tentative and inclusive of common areas with in the said building, for the purpose of calculating super area does not give an right, title or interest in common areas to apartment allottee except the right to use common areas/sharing with others occupants/allottees in the said building subject to timely payment of maintenance charges.

ANNEXURE – II
OPERA GARDEN
SCHEDULE OF PAYMENTS

1. Name of the Tower
 2. Cost of Apartment
 3. Cost of Car Parking
 4. Additional Charges
 - A
 - B
 - C
- Total Cost of Apartment

PAYMENT SCHEDULE

NO.	PLAN OF PAYMENT	AMOUNT	REMARKS	DATE
1.	Earnest Money (EMD)	Rs. 3,00,000/- (Rs.Three Lacs) (including booking amount)		
2.	Within 10 days	20% of the Basic Price (Including EMD) Rs.....		
75% of the Basic Price in 5 instalments as follows:				
3.	Within 60 days	15% of the Basic Price, i.e. Rs..... + PLC Charges of Rs.60,000/-		
4.	Within 150 days	15% of the Basic Price, i.e. Rs. + Club membership of Rs. 25,000/- +Car parking charges of Rs. 75,000/-		
5.	Within 330 days	15% of the Basic Price, i.e. Rs. + Power Backup charges of Rs. 55000/-		

6.	Within 360 days	15% of the Basic Price		
7.	Within 420days	15% of the Basic Price		
8.	Balance 5% at the time of offer of possession	Rs.+ any other charges as may be applicable.	Refer point No.-2 of footnote	

NOTE :-

1. PO/DD to be issued in favour of : M/s CHANDIGARH COLONIZERS PVT. LTD.
payable at Chandigarh.
2. Cost of stamp duty and registration, documentation charges, etc. as applicable shall be extra, and shall be borne by the intending allottee(s).

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SPECIFICATION

LIVING/DINING/LOBBY

FLOOR Vitrifield Tiles /Marble
WALLS Acrylic Emulsion Paint –POP
CEILING Oil Bound Distemper & POP Moulding

BEDROOM

FLOOR Vitrifield Tiles /Marble
WALLS Acrylic Emulsion Paint –POP
CEILING Oil Bound Distemper & POP Moulding Cornice +
Master Bed Room Wooden Flooring + Cupboard

BALCONY

M.S. Railing/Ceramic Tiles

TOILETS

FLOOR WALL TILES UPTO CEILING IN TOILET
Anti-Skid Tiles
European W/C Seat, Towel Rail, Soap Dish, Mirror

KITCHEN

FLOOR MODULAR KITCHEN WITH CHIMNEY
Anti-Skid Ceramic Tiles
WALLS Glazed Tiles upto Two feet above Counter & Emulsion
Paint in remaining
FIXTURE/FITTING Granite Counter with Stainless Steel Sink

DOORS

Seasoned Hardwood Frames with European Style

WINDOWS Powder Coated/Anodized Aluminium Glazing

STORE Ceramic Tiles, O.B.D. (Wall)

SERVANT ROOM Ceramic Tiles (Floor) & O.B.D. (Wall)

ELECTRIC WIRING: Copper Wiring, Concealed Conduits, Protective MCB, Modular Switches, Provision for sufficient power and light points in all Rooms, TV Cable and Telephone Sockets in Drawing, Dining and Bedrooms.

EARTHQUAKE RESISTANT : The complex is erected by earthquake resistant RCC framed construction with brick partition walls to ensure precise safety.

All material to be used will be of reputed companies.

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ANNEXURE – II

OPERA GARDEN

SCHEDULE OF PAYMENTS

1. Name of the Tower
 2. Cost of Apartment
 3. Cost of Car Parking
 4. Additional Charges
A
 - B
 - C
- Total Cost of Apartment

PAYMENT SCHEDULE

NO.	PLAN OF PAYMENT	AMOUNT	REMARKS	DATE
1.	Earnest Money (EMD)	Rs. 3,00,000/- (Rs.Three Lacs) (including booking amount)		

2.	Within 10 days	20% of the Basic Price (Including EMD) Rs.....		
	75% of the Basic Price in 5 Quarterly instalments:			
3.	Within 45 days	15% of the Basic Price, i.e. Rs..... + PLC Charges of Rs.60,000/-		
4.	Within 180 days	15% of the Basic Price, i.e. Rs. + Club membership of Rs. 25,000/- +Car parking charges of Rs. 75,000/-		
5.	Within 270 days	15% of the Basic Price, i.e. Rs. + Power Backup charges of Rs. 55000/-		
6.	Within 360 days	15% of the Basic Price		
7.	Within 450 days	15% of the Basic Price		
8.	Balance 5% at the time of offer of possession	Rs.+ any other charges as may be applicable.	Refer point No.-2 of footnote	

NOTE :-

1. PO/DD to be issued in favour of : M/s CHANDIGARH COLONIZERS PVT. LTD.
payable at Chandigarh.
2. Cost of stamp duty and registration, documentation charges, etc. as applicable shall be extra, and shall be borne by the intending allottee(s).