



M/s. PREMIER ASSETS PVT. LTD.
ARCHITECTS, ENGINEERS, BUILDERS & DEVELOPERS,
Regd. Off.: N3 / 200, Nayapalli, Bhubaneswar- 751 015..

**PREMIER
ASHIANA**

**TERMS & CONDITIONS FOR ALLOTMENT OF A FLAT IN YOUR
PROPOSED “ PREMIER ASHIANA”, AT PATIA, BHUBANESWAR, ORISSA**

M/s. PREMIER ASSETS (P) Ltd.
N3 / 200, Nayapalli, Bhubaneswar- 751 015.

1. The intending allottee(s) has applied for allotment of a flat, with full knowledge and subject to all laws, bye laws, notifications and rules applicable to this area, which have been well explained by the company & understood by him/her.
2. The intending allottee(s) has fully satisfied himself/herself about the rights & interest of the company in the said land and the project and it's limitations and obligations in the same.
3. The intending allottee(s) has fully verified and satisfied himself/herself about the genuineness of the title deed of the said land over which the multistoried building will be built. And there will not be any objection or investigation by the intending allottees in this respect in future.
4.
 - a) The builder will construct the multistoried building in accordance with the approved plan of B.D.A as well as the specifications of construction given in the brochure.
 - b) However the company shall have the right to effect suitable and necessary alterations in the building plan if necessary, and if there is any increase/decrease in the area, the revised price will be applicable at the original rate at which the flat was booked.
 - c) The builder is in absolute discretion and may make such changes/variations as may be required by the authorities concerned or otherwise deemed necessary or advisable by the builder itself but without substantially altering the dimensions of the said flat/floor area, car parking space to be built for the allottee.
5.
 - a) The intending allottee(s) shall not be entitled to get the name of his/her, nominee(s) substituted in his/her place without the prior approval of the company, who may in its sole discretion permit the same on such terms as it may deem fit.
 - b) The intending allottee(s) shall not assign or transfer the undivided interest in the land as well as the superstructure on it to come, till it is completed and without prior permission of the said builder.
6. All expenses regarding the preparation of sale deed, cost of stamp papers, registration fees, solicitor's fees, other taxes & duties (Sales tax, etc) and charges as applicable under the relevant Acts and Rules on the date of execution of the Sale Deed of the undivided interest in the land as well as the super structure on it to come shall be borne by the allottee(s).
7. Proportionate cost for the statutory requirements like fire fitting equipment/installation, electric sub-station, external electrification, individual service meter, water meter, etc. If any, shall be payable extra by the intending allottee(s) over the price of the flat agreed for. Such proportionate expenses will be determined and intimated by the builder at its appropriate time. The intending allottee(s) must pay the expenses in order to preserve the undivided common interest of the apartments, within the time capsule.
8. The intending allottee(s) agrees to pay the total construction cost of the flat including the price of the undivided share of land amounting to Rs. (Rupees) as per payment plan. It shall be incumbent on the intending allottee(s) to comply with these terms of payment. In case the installments are delayed the intending allottee(s) shall have to pay the interest on the amount dues as follows:
 - a) Upto 1 month delay from the date of outstanding amount 1.5% Per Month.
 - b) Upto 3 month delay from the date of outstanding amount 24% Per Month.

Even then if the intending allottee(s) fails to pay the installments with interest the company shall have the right to forfeit the booking amount paid by him/her and the allotment shall stand cancelled and he/she will be left with no right or lien on the undivided interest in the land as well as the flat. The amount paid over and above the booking amount shall be



M/s. PREMIER ASSETS PVT. LTD.
ARCHITECTS, ENGINEERS, BUILDERS & DEVELOPERS,
Regd. Off.: N3 / 200, Nayapalli, Bhubaneswar- 751 015..



refunded to the intending allottee(s) without any interest after necessary deduction as decided by the developer/builder. Such refund of amount is subject to the re-allotment of the said flat to some other allottee.

9. In case of cancellation of booking or withdrawal by the allottee/applicant, the money paid by the allottee/applicant shall be refunded back to him/her after deducting Rs. 20,000.00 towards office and administration charges and without any interest after necessary deductions as decided by the developer/builder.
10. After allotment of the flat, all taxes and charges whether levied during execution or in the future by Govt. or Authority concerned on the land or on the building (as the case may be) shall be borne and paid by the developer/builder.
11.
 - a) Each intending customer is bound to be a member of the Society/Association paying the membership fees to be fixed by the builder. The builder shall maintain the building upto a maximum period of 6 month from the date of possession and then handover all the services to the local bodies or society or association formed with all the co-owners of the multi-storied building.
 - b) The allottee has to furnish an affidavit/sign the handed over/taken over form with relation to his flat as per the standard format of the Company before taking possession of the Flat/unit and before becoming a member of the Society/Association.
12. Construction, specification and facilities covered for the apartments are mentioned in the brochure as well as in the indenture agreement. Any additional work, or item, if desired, by the buyer should be intimated well in advance, such acceptance is purely at the discretion of the company and may be carried out with additional cost.
13. The bill amount shall be prepared and determined by the builder for such extra work based on the prevailing price at the time of execution.
14. In the event of delay in completion, or in the delivery for possession of the said unit, by any 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, force due to any difficulty or impossibility arising from any Govt. Ordinances, legislation or Order by the Govt. or Local Authority, etc. the builder will not be responsible in any manner.
15. The intending allottee(s) shall have the right to possess the flat only after all the payments due is made to the builder and the possession letter is issued to the allottee(s) along with the key of the flat.
16. The price of the flat agreed for, will be final and the builder is not empowered to levy escalation in future.
17. 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 should ordinarily reach such address and the intending allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
18. The allotment of flats is entirely at the discretion of the company and the company had the right to reject any offer without assigning any reason thereof.
19. Bhubaneswar courts alone shall have jurisdiction in all matters arising out of and/or concerning this transaction.

Date :

Place :

SIGNATURE OF THE APPLICANT(S)



M/s. PREMIER ASSETS PVT. LTD.
 ARCHITECTS, ENGINEERS, BUILDERS & DEVELOPERS,
 Regd. Off.:- N3 / 200, Nayapalli, Bhubaneswar- 751 015..



**APPLICATION FORM FOR ALLOTMENT OF A FLAT IN YOUR
 PROPOSED “ PREMIER ASHIANA”, AT PATIA, BHUBANESWAR, ORISSA**

M/s. PREMIER ASSETS (P) Ltd.
 N3 / 200, Nayapalli, Bhubaneswar- 751 015.

Dear Sir,

I/We request that I/We may please be allotted a Residential Flat in your proposed “ PREMIER ASHIANA”, Bhubaneswar.
 I/We agree to abide by the Terms & 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 take registration of an undivided interest in the land with relation to this flat as determined and arranged by the builder as and when intimated, subject to the condition, that the flat will be constructed by the said builder as per the B.D.A. approved plan and specified details of the builder for the apartments. I/We agree to sign and execute, as and when desired by the company, the agreement for construction of the flat or 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 to abide 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

Allotment/Booking money.

1. Name of the Applicant :
 (IN BLOCK LETTERS)
2. Father’s/Husband’s Name :
3. Caste :
4. Permanent Address :
4. Mailing Address :
5. Age :
6. Occupation :
7. Phone No’s : Office : Residence :
8. Choice of Flat Floor :Type of Flat : Flat No. :

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.

The company has no obligation or liability to allot me/us a flat.

In the matter of any doubt or difficulty arising out of interpretation of terms and conditions, I/We shall abide by the decision of the company and it shall be final and binding on me/us. I/We further agree to pay the balance payment in accordance with the company’s schedule of installment.

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 hereto and hereby agree to abide fully by those.

DATE :-

PLACE :-

SIGNATURE OF THE APPLICANT(S)