

18. The buyer agrees that the amount paid with the application and in installments as the case may be, to the extent of 20% of total sale consideration of the Flat shall collectively constitute the earnest money.
19. Proportionate cost of fire fighting equipment including its installation, electric sub-station/transformers, panels, external electrification, landscaping, individual service meter, security deposits etc. shall be payable by the buyer over and above the cost of the flat agreed upon. Such proportionate expenses shall be determined and intimated to the buyer who shall pay the same within the time specified, failing which he shall forfeit to the Company, the entire amount of earnest money and the allotment/agreement shall stand cancelled and the buyer shall be left with no lien on the said Flat.
20. Timely payment of installments and allied charges pertaining to the Flat is the essence of the terms of the booking/allotment. However in the case of delay in payment and/or breach of any of the terms and conditions of allotment by the buyer, the allotment will be cancelled at the discretion of the Company and the earnest money together with any interest on installments due but unpaid and interest on delayed payments shall stand forfeited. The balance amount shall be refundable to the buyer without any interest, after re-allotment of the said Flat and after compliance of certain formalities by the buyer. The Company in its absolute discretion may condone the delay by charging penal interest @ 24% p.a. on all outstanding dues from their respective due dates.
21. It shall not be obligatory on the part of the Company to send any demand notices/reminders regarding the payments to be made by the buyer and it shall be incumbent on the buyer to comply with the terms of payment and other terms and conditions of sale failing which he shall forfeit to the Company, the entire amount of earnest money and the allotment/agreement shall stand cancelled and the buyer shall be left with no lien on the said Flat.
22. In case the allotment of Flat is cancelled by the buyer himself, he shall forfeit to the Company the earnest money and the Registration for Allotment of Flat or Registration Letter for Allotment of Flat or Flat Buyer's Agreement, if so made/executed, shall stand cancelled and he shall be left with no lien on the said Flat. The amounts, if any, paid over and above the earnest money shall, however, be refunded to the buyer, by the Company without any interest after re-allotment of the said Flat.
23. The refund shall be processed as mentioned in the above clause(s) on demand for refund by the buyer with application to the Company, on submission of original papers including money receipts.
24. Buyer will be solely responsible for all the disbursements from the Banks/financial Institutions and any delay in the disbursements will attract interest @ 24% p.a.
25. Parking space will be allotted on first come first serve basis.
26. 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 forced and applicable and such arbitration proceedings shall be held at Bhubaneswar, Orissa and the award thereof shall be binding on both the parties.
27. The Company shall endeavor to give possession of the Flat to the buyer within 24 months from the date of execution of Buyer's Agreement, subject to force major circumstances and reasons beyond the control of the Company with a reasonable extension of time. In event of delay due to reasons beyond the control of the Company, the buyer shall not claim any damages or compensation.
28. The Company on completion of the construction/development shall issue notice to the buyer, who shall within 30 days thereof, remit all dues and take possession of the Flat. In the event of his failure to take possession for any reason whatsoever, he shall be deemed to have taken possession of the allotted Flat and shall bear all charges on account of the allotted Flat.
29. The buyer shall not be entitled to get the name of his nominee substituted in his place as buyer of the said Flat without the prior approval of the Company who may, in its sole discretion, permit the same on such terms and conditions including payment of such administrative charges as it may deem fit.
30. The buyer shall not assign or transfer the interest in the property till it is completed in all respects and without fulfilling the financial obligations with the Company as per the agreement. However, the Company may allow the same on prior written request by the buyer and on payment of such administrative charges as may be fixed by the Company from time to time. Provided however, that the allottee/assignor and the assignee (new allottee) agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment.
31. In case of death of an allottee, before taking possession of the house, the said property can only be handed over to his nominee as mentioned in the application form submitted and in the event of death of the nominee, to the legal heirs of the allottee after receiving relevant legal papers to support his stand as legal heir, provided such nominee/legal heirs perform and fulfill all the terms and conditions embodied in the agreement referred to above.
32. Bhubaneswar court alone shall have jurisdiction in all matter arising out of and/or concerning this transaction.
33. Singular shall mean and include plural and masculine gender shall mean and include all genders wherever applicable.

I/We have fully read and understood the above mentioned terms and conditions governing Allotment of Flat and I/We accept the same & agree to abide by the same.

Date : .....

Place : .....

Signature of First Applicant

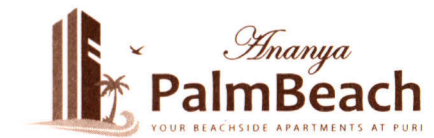
Signature of Second Applicant

NOTE: Person signing the application on behalf of other person/firm/body/corporate shall file his Authorization/Power of Attorney, duly attested by a First Class Magistrate/Notary Public.

Call: 9090-111-777  
9090-111-888  
9090-111-999

Email: info@ananyapalmbeach.com  
www.ananyapalmbeach.com

JAY LAXMINRUSINGHA



## Application for Allotment of Flat



PRABHUKRUPA REALTIES PVT. LTD.

Plot No. 977/1418, Jhunjhunwala Garden  
Ashok Nagar, Bhubaneswar 751009

Dear Sir or Madam,

I/We, the undersigned, request that I/We may please be allotted a Residential Flat in your proposed Complex named as ANANYA PALM BEACH at Sea Beach, Puri.

I/We remit herewith a sum of Rs. .... (Rupees .....only)  
vide Cheque /DD No. .... dated ..... drawn on ..... Bank in favour  
of 'Prabhukrupa Realties Pvt. Ltd.', payable at Bhubaneswar/Puri towards my/our booking/earnest money for the said flat.  
My/Our particulars mentioned below may be recorded for reference and communications.

Name of the First / Sole Applicant .....

S/D/W/C of ..... Age .....

Occupation ..... Nationality/Country .....

Correspondence Address .....

..... PAN No. ....

Residential Status  Resident  Non Resident  Foreign National of India Origin

Contact Numbers: Residence ..... Office .....

Mobile ..... Email Address .....

PHOTOGRAPH

Name of the Nominee / Joint Applicant .....

S/D/W/C of ..... Age .....

Occupation ..... Nationality/Country .....

Correspondence Address .....

..... PAN No. ....

Residential Status  Resident  Non Resident  Foreign National of India Origin

Contact Numbers: Residence ..... Office .....

Mobile ..... Email Address .....

PHOTOGRAPH



Flat Choice	Phase No.	Flat No.	Floor No.	Type	Super Built-up Area	Car Parking No.
1st Choice						
2nd Choice						
3rd Choice						

Basic Sale Price (per SFT): Rs. .... (Rupees ..... Only)

Payment Plan opted for:  Down Payment  Installment Plan

#### Payment Schedule

Installment	Schedule	Percent of Total Sale Consideration
1st	On Booking	10%
2nd	On Agreement (Within 30 days of Booking)	10%
3rd	On casting of Stilt floor of respective phase	10%
4th	On casting of First floor of respective phase	10%
5th	On casting of Second floor of respective phase	10%
6th	On casting of Third floor of respective phase	10%
7th	On casting of Fourth floor of respective phase	10%
8th	On casting of Fifth floor of respective phase	10%
9th	On completion of Brick Work of respective flat	5%
10th	On completion of Plumbing & Electrical Work of respective flat	5%
11th	On completion of Flooring of respective flat	5%
12th	Before Registration/Possession	5%
	Total	100%

#### Declaration

I/We hereby solemnly declare that the above particulars given by me/us are true to the best of my/our knowledge and nothing relevant has been concealed or suppressed. I/We undertake to inform the company of the changes that may occur in the information and particulars furnished in the application in future.

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 agree to abide by the Terms and Conditions of allotment as contained in this application form and any further amendments/additions that may be made by the company from time to time.

Date : .....

Place : .....

Signature of First Applicant

Signature of Second Applicant

#### For Office Use Only

Application  Accepted  Rejected

Amount received at the time of booking vide Money Receipt No. .... dated .....

by Draft / Cheque No. .... dated ..... of Rs. .... (Rupees .....

.....) drawn on ..... payable at .....

#### Booked flat details

Flat No.	Floor No.	Type	Super Built-up Area	Car Parking No.	Basic Sale Price per SFT	Basic Sale Price of Flat

Mode of Booking  Direct  Reference  Agent

Remarks .....

Authorised Signatory



### TERMS & CONDITIONS GOVERNING ALLOTMENT OF FLAT(S)

- The buyer (intending allottee) has applied for allotment of a Flat, with full knowledge of all laws, byelaws, notifications, rules and regulations applicable to the area and to the project, which also have been well explained by the Company and understood by the buyer.
- The buyer is fully aware of the rights & interest of the Company in the project and the project land and its limitations and obligations in respect of the same.
- The buyer has fully verified himself about the genuineness, validity and marketability of the title to the land over which the above building is proposed to be built and accordingly no objections, investigations or questions will be raised by the buyer in this respect at any time in future.
- The allotment of the building is entirely at the discretion of the Company and the Company has the right to reject any proposal without assigning any reason thereof.
- The Basic Sale Price (BSP) excludes infrastructure charges, statutory charges, taxes including service tax or any other charges levied by authorities.
- The final allotment shall be subject to execution of the prescribed Flat Buyer's Agreement between the Company and the allottee of the Flat. The allottee shall be required to execute the agreement within 15 days of being asked to do so by the Company.
- In the event of the allottee failing to execute the Flat Buyer's Agreement within the stipulated time frame indicated in point '6' above, this application shall be deemed as withdrawn and the booking amount paid by the allottee as forfeited in full.
- The specifications shall be as given in the brochure and/or as may be amended from time to time.
- Any additional work or items, beyond the specifications if desired, the buyer should inform well in advance in writing to the Company and such acceptance is purely at the discretion of the Company. The bill amount for such additional work shall be determined by the Company based on the prevailing rates. After acceptance by the buyer only, such work shall be executed. Such costs are to be paid in advance.
- The Company shall have the right to effect changes/alteration 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 stand suitably revised and it will be incumbent upon the buyer to accept the same.
- In case the Company decides to construct additional floors/flats/shops and/or additional blocks, no objection shall be raised by the buyer for such construction.
- Car Park, Power, Water & Sanitary Charges, Maintenance Charges, Clubhouse Charges and any other related expenses shall be extra and borne by the buyer.
- All taxes and levies like Stamp Duty, Registration Fees, Legal Fees, Document Charges, VAT, service taxes, etc shall be borne by the buyer, which shall be in addition to the cost of the Flat agreed upon. Other Statutory Fees/Charges, which are being levied or imposed in future and/or may be enhanced from time to time, will have to be borne by the buyer.
- The buyer agrees and undertakes to pay and keep with the Company an Interest Free Maintenance Security Deposit of Rs.100/- per sq.ft. of the Super Built-up-area of the said Flat. The Company shall deposit the amount of the said Interest Free Maintenance Security in a separate account "Interest Free Maintenance Security Deposit Account" to be opened by the Company in a Bank & the said bank account shall be maintained and operated by the Company or Agency so appointed.
- The non-resident and or foreigner buyers have to ensure the compliance of all the applicable laws at their end.
- The buyer shall get his complete address registered with the Company at the time of booking and it shall be his responsibility to inform the Company by Registered A/D Letter about all subsequent changes, if any, in his address, failing which all demand notices and letters posted at the first recorded address will be deemed to have been received by him at the time when these should ordinary reach such address and the buyer shall be responsible for any default in payment and other consequences that might occur there from.
- The buyer shall make all payments to the Company by Demand Draft[s] made payable at or by Cheque[s] drawn upon a Bhubaneswar / Puri bank only.