



**CENTRA
GREENS**

AN ABHEY OSWAL GROUP VENTURE

APPLICATION FORM

TO WHOMSOEVER IT MAY CONCERN

This is for the information of the general public that, a group housing residential project, in the name and style of “**CENTRA GREENS**” situated at Pakhowal Road, opposite Riviera Resorts, Ludhiana, belonging to **M/s. OSWAL GREENTECH LTD.** (Abhey Oswal Group; Promoters) having its reg. office, Near Jain Colony, Vijay Inder Nagar, Daba Road, Ludhiana; is being developed and constructed by developers namely “**M/S. ARR ESS INDUSTRIES PVT. LTD.**” having its reg. office at BXXIII, 258 I/I, Zoom Hotel Building, R.K Road, Industrial Area A, Ludhiana – 141003, under development agreement executed between both of them.

The aforesaid development agreement has been executed between M/s. OSWAL GREENTECH LTD. and M/S. ARR ESS INDUSTRIES (P) LTD. on 28.08.2014, whereby the developers M/S. ARR ESS INDUSTRIES (P) LTD. is fully authorized and entitled to develop, construct, market, sell and to receive sale proceeds of the project on behalf of M/S. OSWAL GREENTECH LTD.

For the purpose of enabling the developer, M/S. ARR ESS INDUSTRIES (P) LTD. to develop, construct, market, sell and to receive sale proceeds of the project on behalf of M/S.OSWAL GREENTECH LTD. an irrevocable general power of attorney dated 26.11.2015 at serial no. 971, in the office of Sub-Registrar, Ludhiana (West) is also registered in favour of developer M/s. ARR ESS INDUSTRIES (P) LTD.

Note* : A true photocopy of both the documents, as mentioned above, are available at the site office of the project.

It is hereby clarified that the above statement is only for the purpose of information and as such the same cannot be used by any person who so ever for any other purpose.



**APPLICATION FOR ALLOTMENT OF RESIDENTIAL
FLAT IN CENTRA GREENS, LUDHIANA**

Application no.	Date	Flat no.	Customer code no.

I/We request that I/We may be considered for allotment of a flat in your Centra Greens Project, situated at Pakhowal Road, Opposite Riviera Resorts, Ludhiana (herein 'Said Flat').

I/We remit herewith a sum of ₹..... (Rupees only) by Cash/DD/Cheque vide no. dated..... drawn on..... favoring ARR ESS Industries Pvt. Ltd., being the Booking Amount.

I/We have fully satisfied myself/ourselves about the interest and entitlement of the Company in the Project on the basis of development agreement dated 28-08-2014 and General power of attorney on 26-11-2015. I/We fully understand that Company is fully competent, authorized and entitled to develop construct, market and sell the project under above said Development agreement and power of attorney. I/We further understand and agree that allotment of Said Flat is at sole discretion of the Company. I/We have carefully read and understood the terms and conditions attached with this application based on which I/We are making this request for allotment to the Company. In the event of the Company agreeing to allot me/us the Said Flat, I/We agree to pay future installments of basic sale price and other charges as per terms & conditions of the allotment herein contained, and as per the payment plan opted by me/us. I/We have read and understood the terms & conditions of the allotment and agree to abide by the same. I/We also agree to execute the standard Builder Buyer's Agreement, containing terms & conditions, as and when called upon by the Company.

If, however, I/We fail to pay further installments, or to execute the Builder Buyer's Agreement, as aforesaid, the Company shall be entitled to treat this Application/the Builder Buyer's Agreement as cancelled, and to forfeit 25% of the booking amount, for which I/We shall raise no objection of any kind.

I/We agree that the acceptance of my/our application does not entitle me/us to any right in the Said Flat until all payments towards basic sale price and other charges, in full, have been paid by me/us on or before the due dates.

I/We further agree that I/We shall abide by the terms and conditions of the Company that are in force or that may be brought in to force from time to time, for allotment of the Said Flat.

My/our particulars are given below:

FOR SOLE OR FIRST APPLICANT

Applicant's Name:
Father's/Husband's Name:
Date of Birth: Nationality:
Qualification (s): Profession/Occupation & Designation:
Permanent Address:
.....
.....
Correspondence Address:
.....
.....
Telephone No.: Residence: Office:
Email Address: Passport No.:
Marital Status (Tick one): Married: Single:
Resident Status (Tick one): Resident: Non - Resident: Pan No.*/ Ward Circle No.:

*** Attach Form 60 or 61, as the case may be, if PAN is not available**

CO-APPLICANT 2

Applicant's Name:
Father's/Husband's Name:
Date of Birth: Nationality:
Qualification (s): Profession/Occupation & Designation:
Permanent Address:
.....
.....
Correspondence Address:
.....
.....
Telephone No.: Residence: Office:
Email Address: Passport No.:
Marital Status (Tick one): Married: Single:
Resident Status (Tick one): Resident: Non - Resident: Pan No.*/ Ward Circle No.:

*** Attach Form 60 or 61, as the case may be, if PAN is not available**

NOMINEE'S PARTICULARS

Name: D.O.B Relationship:

Address:

.....

.....

DECLARATION

I/We, the applicants, do hereby declare that the particulars given above are true & correct and nothing has been misrepresented/ concealed therefrom.

First/Sole Applicant Name: Signature:

Co-Applicant: Signature:

3rd Applicant: Signature:

Date:

Place:

The full payment has to be made as per following schedule :

POSSESSION LINKED PLAN

1. Booking Amount:..... Amount (₹)

2. Within 45 Days of Booking: Amount (₹)

3. On Offer of Possession balance payment of Unit Sale Price..... Amount (₹)

NOTE

Any payment made over and above 15% of Unit Price shall be eligible for 10% discount per annum for the period for which advance is received.

NOTES

- 1. Prices confirmed/mentioned in the application form are binding and escalation free.
- 2. Registration fees, stamp duty, maintenance security, other miscellaneous charges and all other applicable taxes including Service Tax shall be charged extra and to be borne and paid by the Allottee (s) as applicable.
- 3. Prices, terms and conditions stated herein are not exhaustive and have been indicated merely to apprise the Applicant.
- 4. All taxes, charges, cess or fee, whatsoever of any kind, that may be levied in future shall be borne and paid by the Applicant.
- 5. Copy of PAN Card of all applicants are to be attached with this application.
- 6. As per the amendment in the provisions of Section 194 - A of Income Tax Act and notified by CBDT vide Notification no. S.O. 1404-E, dated 31st May, 2013 applicable w.e.f. 1st June 2013, the buyer/customer have to deduct TDS @ 1% (wherever property cost except IFMS is Rs. 50 Lacs and above) out of the installment which is to be paid to the Company and to pay that TDS amount to the credit of Central Govt. The credit of the same will be reflected in your account once you submit the proof of payment of "TDS on purchase of property" and issue TDS certificate in Form-16 B.

.....

Signature of the Applicant(s)

FOR OFFICE USE ONLY

Receiving officer: Accepted: Not accepted:
Booking Amount (Rs) Receipt No.
Date : Signature of Receiving Officer: Checked by:
Booking through:
Comments:.....
Booking authorised by:

INDICATIVE TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF FREE-HOLD FLAT IN CENTRA GREENS, LUDHIANA

The intending Allottee will be allotted a free-hold flat on the following terms and conditions, and these terms and conditions may be comprehensively set out in the Builder Buyer's Agreement. The following terms and conditions are thus indicative in nature, and the same shall always remain binding on the Allottee (s).

1. The intending Allottee (s) agrees that he/she has applied for allotment of a flat, (herein "Said Flat") with full knowledge and understanding of all rights and title of the Company including all sanctions/approvals granted to the Company for construction of multi storied group housing.
2. The intending Allottee (s) shall be liable to pay the price of the Said Flat and other charges calculated on the basis of super area. The super area/built up area given in the application are tentative and the same shall be determined at the time of completion of the building/handing over possession of the Said Flat.
3. The Company has calculated the total price payable by the intending Allottee for the Said Flat on the basis of its super area together with rights to use the common areas and facilities to be provided in the Group Housing Building (herein "Building") for residential use only.
4. It shall be an essential condition of allotment that the Said Flat shall not be used for any purposes other than residential purposes.
5. The intending Allottee hereby agrees to pay additionally as Preferential Location Charges as described in this application and in a manner and within the time as stated in the payment plan. However, the intending Allottee has specifically agreed that if due to any change in the layout/building plan, the Said Flat ceases to be in a preferential location, the Company shall be liable to refund only the amount of Preferential Location Charges paid by the intending Allottee, and such refund shall be adjusted in the last installment as stated in the payment plan. If due to any change in the layout/building plan, the Said Flat becomes preferentially located, then the intending Allottee shall be liable and agrees to pay as demanded by the Company additional Preferential Location Charge as stated in the payment plan.
6. The rate mentioned in this application is inclusive of the cost of providing electric wiring in each Said Flat and in the common areas as prescribed in the existing fire fighting code/regulations and power backup. If, however, due to any subsequent legislation/Govt. order or directives or guidelines or if deemed necessary by the Company or any of its nominee, additional fire safety measures are undertaken, then the intending Allottee shall be liable to pay proportionate charges as to his area, as may be determined by the Company in its absolute discretion.
7. The intending Allottee may be allotted reserved parking space for his/her exclusive use, and the same may be allotted as per availability of the parking space.
8. The earnest money for the purpose of this application and Builder Buyers Agreement shall always be 10% of the total sale price of the Unit. After booking of flat, the company may cancel the booking if the applicant does not fulfill the conditions mentioned herein and the company will forfeit 10% of the unit sale price. After the execution of Builder Buyer's Agreement by the Allottee, the company may cancel the allotment if the Allottee does not fulfill the conditions mentioned herein, allotment letter and Builder Buyer's Agreement, the company will forfeit the earnest money plus any expenses paid towards the commission on the Said Flat.
9. The payment on or before due date of sale price and other amounts payable by the intending Allottee as per the payment plan opted by the intending Allottee or as demanded by the Company from time to time is the essence of this application.
10. The intending Allottee has seen and accepted the plans, designs, specifications, which are tentative and the intending Allottee authorizes the Company to effect suitable and necessary alterations/modifications in the layout plan/building plan, designs, specifications as the Company may deem fit or as directed by any Competent Authority (ies). However, in case of any alterations/modification resulting in change in the super area/built up area or material change in the specifications of Said Flat any time prior to and upon the grant of occupation certificate, the Company shall intimate to the intending Allottee in writing the change thereof.

If there is any change in the amount payable by the allottee due to change in the specification/alteration/modification of the flat, the amount will be payable/refundable by/to the allottee to/by the company, as the case may be.

11. The intending Allottee agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if Competent Authorities refuses, delays, withholds, denies the grant of necessary approvals for constructions or if any matters, issues relating to such approvals, permissions, notice, notifications by the Competent Authority become subject matter for of any litigation or due to any force majeure conditions, the Company after allotment, is unable to deliver Said Flat to the intending Allottee, the intending Allottee agrees that the Company if it decides in its sole discretion to refund then it shall be liable only to refund the amount received from him/her without any interest or compensation whatsoever.
12. The Company, on completion of the construction of the Building, shall make best efforts to deliver possession of Said Flat within 30 days of such completion of construction, subject to timely payment by the intending Allottee towards sale price. It is the essential condition that the intending Allottee shall take possession of Said Flat within the period as may be notified to him/her. In the event of failure of the intending Allottee to take possession of Said Flat, the intending Allottee shall become liable to pay holding charges @ 24% p.a of the balance outstanding payment.....or....., as may be determined by the Company, in addition to maintenance charges.
13. The intending Allottee shall be liable to execute a Maintenance Agreement with the Company or any other nominee/agency or other body as may be appointed by the Company from time to time for maintenance and upkeep of the Building. The intending Allottee agrees to pay such amount as Interest Free Maintenance Security, which may be determined by the Company at the time of offer of possession of Said Flat.
14. The Company may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the intending Allottee to get the name of his/her nominee substituted in his/her place subject to such terms and conditions and charges as the Company may impose. The intending Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations.
15. In case of NRI buyers, the observances of the provisions of the Foreign Exchange Management Act, 1999 and any other law in practice as laid down by Govt. of India, as may be prevailing shall be the responsibility of the intending Allottee.
16. All charges payable to various departments for obtaining services connections to Said Flat like electricity, telephone, water etc., including security deposits for sanction and release of such connection as well as incidental charges pertaining thereto will be payable by the intending Allottee.
17. The Intending Allottee shall also be liable to pay to the Company cost of stamp duty, registration fee and legal charges, which may be applicable on Builder Buyer's Agreement / Sale Deed / related documents.
18. In case there are joint applicants, all communications shall be sent by the company to the First Allottee only at the mailing address given by him/her which shall be deemed as served on all applicants and no separate communications shall be sent to the joint applicant. The address given in the Application Form shall be final unless any change is intimated under Registered AD letter. All demand notices, letters etc., posted at the given address shall be deemed to have been received by the Intending Allottee and the Allottee shall be responsible for any default in payment and other consequences that might occur therefrom.
19. All or any disputes arising out of or touching upon or in relation to the terms of this Builder Buyer's Agreement including the interpretation and validity of the terms thereof and the respective rights obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Ludhiana. Subject to arbitration as referred above in the courts at Ludhiana and/or at Punjab & Haryana High Court at Chandigarh, shall have jurisdiction over all the matters arising out of or relating to this agreement.
20. I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us generally with the terms and conditions as comprehensively set out in the Builder Buyer's Agreement.

Place _____

Date _____

Signature of Applicant(s)/Authorised Signatory

Project promoted by

**ABHEY
OSWAL**
G R O U P

Developed by



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Developers Associations of India

ARR ESS INDUSTRIES PVT. LTD.

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