

OPTUS DEVELOPERS PVT. LTD.
TERMS & CONDITIONS

- The intending allottee(s) has applied for allotment of a commercial unit with full knowledge and subject to all the laws/ notification and rules applicable to this area in general which have been explained by the company and understood by him/her.
- The intending allottee(s) has fully satisfied himself/herself about the interest and the title of the company in the said land on which the unit will be constructed and has understood all limitations and obligation, in respect thereof. And there will be no more investigation or objection by the intending allottee(s) in this respect.
- If for any reason, the company is not in a position to finally allot a unit applied for within a period of one year from the date thereof. I/We would like to have refund of the amount deposited with simple interest at the rate of 8% per annum calculated for the period for which the said amount has been lying with the company for which I/We would give notice to the company to make payment within thirty (30) days of the receipt of notice.
- The intending allottee(s) has accepted the plans designs, specifications which are tentative and are kept at the Company's Corporate Office at OPTUS HOUSE, SCO-313, 2nd Floor, Sector 29, City Centre, Gurgaon (Haryana)-122002, India, and agrees that the company may effect such variations, additions, alterations, deletions and modifications therein as if may, in its sole discretion deemed appropriate and fit or may be done by any competent authority and the intending allottee(s) hereby gives his/her consent to such variations/additions/alterations/deletions and modification.
- The company shall have the right to effect suitable and necessary alterations in the layout plan, if and when necessary, which may involve all or any of the charges, namely change in the position of unit, change in its number, dimensions, height, size, area, layout or change of entire scheme.
- 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.
- The intending allottee(s) agrees that he/she shall pay the price of the unit on the basis of the super area i.e. covered area inclusive of proportionate common area and all other charges as and when demanded. He/she also agrees to make all payments through demand drafts/cheques drawn upon and payable at Delhi only.
- The Company and the intending allottee(s) hereby agree that the amounts paid with the application and in installments as the case may be to the extent of 30% of the basic sale price of the unit will collectively constitute the earnest money. This earnest money shall stand forfeited in case of non fulfillment of these terms and conditions and those of Allotment Letter/Buyer Agreement as also in the event of failure by the intending allottee(s) to sign the Allotment Letter/Agreement within the time allowed by the Company.
- The time of punctual payment of instalments is the essence of this contract. It shall be incumbent on the intending allottee(s) to comply with the terms of payment and other terms and conditions of sale, failing which the intending allottee(s) shall have to pay interest @ 18% per annum on the delayed payments and the Company reserves its right to forfeit the earnest money in the event of irregular/delayed payments/ non-fulfillment of payment and the allotment may be cancelled at the discretion of the company.
- The intending allottee(s) agrees to reimburse to the Company and to pay on the demand all taxes, levies or assessments whether levied now or leviable in future, on land and/or the building as the cases may be, from the date of allotment.
- Subject to force majeure and allottee/buyer's payments being up-to-date, construction of the allotted unit will be completed and offered for possession within 18 months from the date of allotment, failing which, the Company shall pay a penalty to its customers @ Rs. 5/- per sq. ft. per month for any delay in completing the construction beyond the committed period. Similarly the allottee(s)/buyers would be liable to pay holding charges @Rs. 5/- per sq. ft. per month if he/she/they fail to take possession within 30 days from the date of issuance of the notice of possession.
- The intending allottee(s) of the unit shall pay necessary charges including security deposit for maintaining and up keeping the complex and providing the various services as determined by the company or its nominated agency and as and when demanded by the Company/its nominee. The intending allottee(s) agrees and consents to this agreement and will not question the same singly or jointly with the Buyers.
- The sale deed/sub lease deed shall be executed and registered in favor of the intending allottee(s) within a reasonable time after the completion of development work/construction at the site and after receipt from his/her full price and other related charges. Cost of stamp duty and registration/mutation documentation charges, etc. as payable will be extra and shall be borne by the intending allottee(s). The intending allottee(s) shall pay, as and when demanded by the Company, stamp duty and Registration Charges/mutation charges and all other incidental and legal expenses for execution and registration sale deed/mutation of the unit in favor of the intending allottee(s).
- 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 AD letter about all subsequent changes, if any, on 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 those 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 in all communication the reference of the property booked must be mentioned clearly.
- The Company shall have the first lien and charge on the said unit for all its dues and other sums payable by the intending allottee(s) to the Company.
- Unless a sub lease is executed and registered, the Company shall for all intents and purposes continue to be the owner of the land and also the construction thereon and this agreement shall not give to the allottee any right or title or interest therein.

- The allotment of the unit is entirely at the discretion of the Company. At the time of allotment, the allottee(s) shall execute a Flat Buyers agreement in the Company's standard format.
- The intending allottee(s) undertakes to abide by all the laws, rules and regulations or any as may be made applicable to the said property.
- Delhi Courts alone shall have jurisdiction in all matters arising out of/touching and/or concerning this transaction.
- The intending allottee(s) agrees to pay the total basic sale price and other charges of unit as per the payment plan [Down payment/Installment plan] opted by him/her.
- The intending allottee(s) shall not put up any name or sign board, Neon sign publicity or advertisement material, hanging of clothes etc. on the external facades of the building or anywhere on the exterior of the building or common areas. The intending allottee(s) shall also not change the color scheme of the outer walls or color scheme/painting of the exterior side of the doors and windows etc. or carry out change in the exterior elevation, design or color scheme of the walls of the common areas.
- The allottee shall use the allotted unit only for the purpose for which it is allotted which being corporate office use. Opening & operating of retail outlets shall not be permitted.
- In case there are joint intending allottee(s) all communication shall be sent by the Company to the intending allottee whose name appears first and at the address given by him/her for mailing and which shall for all purpose be considered as served on all the intending allottee(s) and no separate communication shall be necessary to the other name intending allottee(s). The intending allottee(s) has agreed to this condition of the Company.
- The intending allottee(s) agrees that the sale of the unit is subject to force majeure clause which alia include delay on account of non-availability of steel, cement, or other building material or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, civil commotion or by reason of war, or enemy action or earthquake or any act of God, delay in certain decision/clearances from statutory body, or non delivery of possession is a result of any notice, order, rules or notification of the Government or any other public or competent authority or any other reason beyond the control of the company or in any of the aforesaid event the Company shall be entitled to a reasonable corresponding extension of the time of delivery of possession of the said premises on account of force majeure circumstances.

The company as a result of such a 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, so warrant, the Company may suspend the scheme for such period as it may consider expedient and on compensation of any nature whatsoever can be claimed by the allottee(s) for the period of delay/suspension of scheme

I/WE THE ABOVE APPLICANT(S), HAVE UNDERSTAND THAT THE APPLICATION DOES NOT CONSTITUTE AN AGREEMENT TO SELL. I/WE HAVE NOT BECOME ENTITLED TO THE ALLOTMENT OF SPACE IN THE SAID PROJECT, NOT WITHSTANDING THE FACT THAT THE COMPANY MAY HAVE ISSUED A RECEIPT IN ACKNOWLEDGEMENT OF THE MONEY TENDERED WITH THIS APPLICATION. IT IS UNDERSTOOD THAT ONLY UPON ME/US SIGNING THE SPACE BUYER AGREEMENT, AGREEING TO ABIDE BY THE STANDARD TERMS LAID DOWN THEREIN THAT THE ALLOTMENT SHALL BECOME FINAL AND BINDING UPON THE COMPANY. I/ WE ARE AWARE THAT THE DRAWING AND SPECIFICATION DISPLAYED IN THE OFFER OF THE COMPANY SHOWING THE PROPOSED BUILDING UPON THE PROJECT LAND ARE TENTATIVE AND SUBJECT TO CHANGE DURING THE COURSE OF CONSTRUCTION.

(1) I/WE ARE BOUND TO PAY THE ENTIRE BASIC PRICE OF THE SPACE ALONG WITH THE OTHER CHARGES AND WHEN DEMANDED BY THE COMPANY ALONG WITH OTHER DEPOSITS, CHARGES, RATES, TAXES, LEVIES ETC.

(2) I/WE UNDERTAKE TO SIGN, EXECUTE THE SPACE BUYERS AGREEMENT AS AND WHEN ASKED BY THE COMPANY.

(3) I/WE HEREBY DECLARE THAT THE ABOVE PARTICULARS/INFORMATION SUBMITTED BY ME/US IS TRUE AND CORRECT.

(4) I/WE HEREBY REMIT A SUM OF Rs. _____

_____ BY BANK DRAFT/CHEQUE NO. _____

DATED _____ DRAWN ON _____ BANK AS A PART

EARNEST MONEY.

1). _____

2). _____

DATED _____ (SIGNATURE OF APPLICANT)

CORPORATE OFFICE



OPTUS CORPORATE SUITES
APPLICATION FORM



WELCOME TO THE
FIRST STEP OF BUILDING
A PROFITABLE BUSINESS



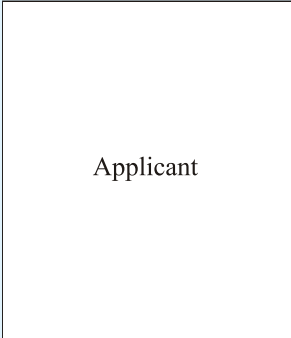
DEVELOPERS
Innovation beyond thinking

Optus Developers Pvt. Ltd.
Optus House, Sco -313, Sec - 29, Gurgaon 122002
Phone.: +91-124-4055796/7, 4271299, 4101199, Fax: +91-1244055798
Website : www.optus.in E-mail : Info@optus.in



To,

OPTUS DEVELOPERS PVT LTD
OPTUS HOUSE
SCO-313, SECTOR-29
GURGAON-122002



Applicant

Dear Sir(s),

APPLICATION DATE: _____

PROJECT NAME: _____

NAME OF THE APPLICANT: _____

SON/WIFE/DAUGHTER OF: _____

CO-APPLICANTS: (1) _____ (2) _____

CO-APPLICANTS: (1) _____

(2) _____

GUARDIAN'S NAME (IN CASE OF MINOR): _____

ADDRESS: _____

(PIN CODE) _____

TELEPHONE: (o) _____ (R) _____ (M) _____ (E-MAIL) _____

TICK WHATEVER IS APPLICABLE:

RESIDENT STATUS _____ RESIDENT/NRI/OTHERS _____ PAN NO. _____

PROPERTY TYPE: COMMERCIAL OFFICE SPACE: _____ UNIT NO. _____

APPROXIMATE SUPER AREA _____ BASIC RATE _____ PLC _____ OTHER _____

PAYMENT PLAN: DOWN PAYMENT/ CONSTRUCTION LINKED

DIRECT/ BROKER: _____

DECLARATION:

I/We the undersigned [Sole/First and Second Applicant] do hereby declare that my/our application for provisional allotment by the company is irrevocable and the above mentioned particulars/ information given by me/us is true and correct and nothing has been concealed there from.

Yours Faithfully,

[First Applicant]

[Second Applicant]

Signature of the Applicant[s]

DOCUMENT CHECKLIST

1. Customer's signatures on all pages of the application form.
2. Copy of PAN Card/Undertaking, Proof of Residence and ID Proof.
3. For Companies Memorandum & Articles of association and Certified copy of Board Resolution.
4. For Foreign Nationals of Indian origin: Copy of passport [Original to be seen], photocopy/funds from NRE/FCNRA/c.
5. For NRI: Copy of Passport [Original to be seen] & Payment through NRE/NRO A/c.
6. Photograph of each applicant.
7. Booking Amount cheques/drafts.

FOR OFFICE USE ONLY

Application No. _____

1.Details of Unit allotted: Unit Number _____

Block/Tower Name _____

Floor _____ Super Area _____ sq. ft. (approx) _____

Price per sq. ft. _____ Basic Sale Price _____ 3) _____

Payment Plan: Down Payment Installment

3. Amount received at the time of booking

Basic Sale Price _____

Parking _____

Preferential Location Charges [PLC] _____

Other Charges _____

a). _____

b). _____

TOTAL _____

Amount received at the time of booking vide draft/cheque no. _____

_____ Dated _____ Rs. _____

_____ Rupees _____

_____ drawn on _____ and our Receipt No. _____

Dated _____

4.Electric Connection Charges _____

5.Booking: Direct Through Dealer/Agent

Name of Agent _____ Brokerage payable _____

Contact Person _____ Ph. No. _____

Sales Executive

Marketing Manager