



SMART HOMES

PROVISIONAL APPLICATION FORM

Obili Infrastructure Pvt. Ltd.

Admin.Off Flat No. 402, Susmit Enclave, Lane Opp. ETV, Rajbhavan Road,
Somjiguda, Hyderabad-500 082.

Corp.Off # 8-3-350/3/1, 2nd Floor, Above Pizza Corner, Near Times Of India,
Road No. 3, Banjara Hills, Hyderabad -500 034.

Tel.No. +91 40 - 23355888

Website: www.obili.in, www.obiliinfra.com

TERMS & CONDITIONS

1. I/we have read and understood the details and specification of the project "SMART HOMES in OBILI GREEN PVT.LTD.," (OBILI)
2. I/we have seen/understood the proposed project location and its surrounding. I/we understand that OBILI has conceived and conceptualized the project, which is limited to the OBILI has no control on roads/adjoining property owned by others. In case the adjoining property is owned by OBILI reserves the right to develop the said property as it deems fit. I/we understand that OBILI has the right to use the available FAR at any given point of time as deemed fit by them.
3. I/we understand that minimum blocking amount is 15% of the Total Cost of Apartment. Allotment letter (provisionally) along with receipt for the application amount paid (subject to realization of cheque amount) or any letter of rejection will be issued by OBILI to the contact address as mentioned in the application form within 15 days from the date of receipt of the application form at OBILI office. In case no communication is received within a reasonable period of time it will be my responsibility to revert to OBILI on the same.
4. I/we understand that the area of land may be subject to minor change for reasons not within OBILI control. I/we understand that the marketing drawing is a mere indication of the proposed project. The areas mentioned in the drawing are reasonable estimates but may be subject to change. OBILI reserves the right to change areas, details of floor plan, orientation of apartments due to aesthetic reasons / requirements or plan, approvals or for any other reasons. Changes, if any will be communicated by OBILI and I/we accept that it is binding on me/us OBILI will construct as per the final approved plan from the concerned authorities.
5. Architectural features like Elevation, Colour/Colour combination or any other feature affecting aesthetics of the building, shown in the Marketing brochures are indicative only. OBILI reserves the right to change the same.
6. I/we shall also pay the costs such as bank charges, service tax, vat, stamp duty, deposit for electricity, water supply charges, sewerage charges and costs relating to extra works if any as may be required for the flat. I will also bear the Registration/APSEB/HMWSSB etc, charges as applicable at the time of Registration (These cost that are mentioned at the time of booking are approximate).
7. After allotment Letter (Provisionally) issued by the OBILI the applicant/s is/are expected to enter into Sale Agreement/s or other Agreement within 45/90 days. In case the Applicant/s does not enter into the same, the provisional allotment of the unit/ flat shall be cancelled with no prior intimation, Cancellation charges of 15% of the Total Cost of Apartment for other expenses & losses incurred on account of termination/cancellation shall be levied and the balance of the sale proceeds will be refunded when the scheduled property is sold to third party.
8. I/we understand that in case I/we decide to cancel the allotment after 30 days and before 45 days of booking date, the booking amount i.e. 15% of the Total Cost of the Apartment for other expenses & losses incurred on account of cancellation shall be levied and the balance of the sales proceeds will be refunded when the scheduled property is sold to a third party.
9. In case the applicant/s or OBILI decides to cancel/ terminate the allotted apartment after entering into sale agreement/s or other agreements cancellation charges of 25% of the Total Cost of Apartment for other expenses & losses incurred on account of termination/cancellation shall be levied and the balance of the sale proceeds will be refunded when the scheduled property is sold to a third party.
10. I/we understand that upon allotment of the unit (flat) provisionally the initial application amount will be treated as part amount of total cost of the unit (flat), excluding registration and other statutory charges, but including the other costs as per the Payment Schedule give. After allotment of the flat provisionally, I/we will ensure timely payment within the given timeframe, failing which the provisional allotment of flat provisionally is liable to be cancelled without prior intimation and OBILI reserves its right to resell the same. In such case, I/we will have no claims on the flat. I/we will also ensure that the payment is released irrespective of loan disbursement from the Bank. (for casewhere applicable). I/we agree to pay 18% (compoundable every quarter) on the overdue amount for the period allowed under the agreement of sale. I/we also understand that the termination clause will come in to effect in case of default in payment of the sale consideration as per the schedule given and an amount of Rs. shall be forfeited out of the amounts paid by me/us besides incurring liability for payment of all other expenses and the balance of the sale proceeds will be refunded when the scheduled property is sold to a third party.
11. I/we understand that it will be my sole responsibility to update my contact information with OBILI in writing. If no communication is received from OBILI in a span of one month, from the date of application or from the date of last communication, it will be my responsibility to revert to OBILI, clarifying latest status and updates and request for demand letters.
12. All communication will be issued to me through Registered Post or Couriers or Email, as applicable and such communication will be treated by me as an official communication. Any such returned communication to OBILI due to any reasons, will be deemed as "received by me" and I agree to abide by the contents of the said communication.
13. The applicant/s name/s as mentioned in the application Form alone will be mentioned in the future agreements. No transfer/sale of the apartment will be allowed till registration.
14. I/we also confirm that I/we would automatically become a member of the society of Owners that would be formed subsequently and I/we agree to abide by all the rules and regulations of such a society.
15. I/we understand that only written and signed commitment from the authorized signatory of OBILI will be honored and not any verbal commitments, from whomsoever it may in OBILI.
16. I/we understand that OBILI will not be responsible for any acts of the nature/ unavoidable circumstance out of the Company's purview, affecting the Project status/structure at any given period of time. I/we are aware that this application is only for provisional allotment of the flat/unit and OBILI is not bound to allot the flat on acceptance of this application.
17. All disputes and settlements will be subject to Jurisdiction of Hyderabad, India. All or any dispute arising out of or in relation to the terms of Application. including the interpretation and validity thereof and the respective rights and obligation of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments, modification thereof for the time being in force. The arbitration proceedings shall be held in Hyderabad by a Sole arbitrator, who shall be appointed in accordance with the terms of the arbitration and Conciliation Act, 1996. The applicant(s) hereby confirm(s) that he/she/they/it shall have no objection to such appointment. The Courts of Hyderabad shall alone have jurisdiction in all matters arising out of or concerning the application.
18. 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 indicative in nature with a view to acquaint me/us with the terms and conditions as shall be comprehensively set out in the Agreement to sell which shall supersede the terms and conditions set out in this application.

X

Signature of 1st Applicant

X

Signature of 2nd Applicant



Obili Infrastructure Pvt. Ltd.

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Somjiguda, Hyderabad-500 082.
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PROVISIONAL BOOKING DETAILS

Details of Applicants (IN BLOCK LETTERS)	
Sole / First	Mr./Mrs./Ms. Son/Daughter/Wife of
Second	Mr./Mrs./Ms. Son/Daughter/Wife of
Guardian/ Authorized Signatory	Mr./Mrs./Ms. Son/Daughter/Wife of

Date	Block No.
Unit No.	Floor No.
Super Built Up Area (Insft)	Facing (East/West)

FINANCIAL DETAILS

Rate/Sft (Rs)	X X X X X
Floor Rise /Sft (Rs)	X X X X X X X
East Facing Premium/Sft (Rs)	X X X X X X
Other Charges/Sft (Rs) [Water/Power]	X X X X X X X 5 0
Car parking Charges /Unit (Rs)	X X X X 5 0 0 0 0
Club Membership Charges /Unit (Rs)	X X X X 2 0 0 0 0
Maintenance Charges/sft [for 2 Years] (Rs)	X X X X X X X 1 0
Corpus Fund /Sft (Rs)	X X X X X X X 1 0
Total Cost of Unit [Excluding Corpus & Maintenance Charges] (Rs)	
Total Cost (In Words)	

PAYMENT SCHEDULE

PERCENTAGE OF TOTAL COST

Booking Advance	15% (Rs.)
36 Monthly Installments i.e. (36x1% Per Month)	36% (Rs.)
Special Installments On Every 6th/ 12th/ 18th/ 24th/ 30th/ 35th i.e. 6Special EMI's x 6.5%	39% (Rs.)
HandOver	10% (Rs.)
Corpus Fund & Maintenance	

PAYMENT DETAILS

Initial Amount paid (Rs)	In words
Instrument No.	Instrument Date
Bank Name	Branch

Note:

*Payment to be made by Demand Draft(s) Pay Order(s)/ Banker's Cheque (s) only drawn in favor of "OBILI INFRASTRUCTURE PVT. LTD." payable at Hyderabad. * All payments are subject to realization.

I/we agree to pay the installments of the total consideration as per the payment plan mentioned above.

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Signature of 1st Applicant

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