

# **APPLICATION FORM**

**Plot No.....**

**Project Name: Oasis Garden**

Promoter Mohd. Khalid

Khasra Nos. 985(P),986,987(P), Village  
Naryawal, The & Distt Bareilly 243005

RERA Reg. No.:

Contact Details: .....

E-Mail Id: .....

**Plot. No.....**

To,

Date:\_\_\_/\_\_\_/\_\_\_\_\_

The Promoter

Project-Oasis Garden

Project Address: Khasra Nos. 985(P),986,987(P) Village Naryawal

Bareilly UP,Pin 243005

Mobile. ....

E mail: .....

Website:

Dear Sir/Madam,

I/We the undersigned request that a Plot may be allotted to me/us in the project **Oasis Garden** undertaken by Mohd. Khalid ( Promoter / Developer ) as per the Firm's terms and conditions which I/We have read and understood and shall abide by the same as stipulated by your Firm.

I/We further agree to sign and execute all necessary Documents/agreements/deeds, as and when asked by the Promoter on the Promoter's standard format. I/We have, in the meantime, signed the salient terms and conditions of sale attached to this application from.

**1. Applicant Name**

**Mr./Mrs./Ms.**.....

S/o/W/o/D/o.....

Date of Birth: ..... PAN No.: .....

ADHAR No.: .....

Marital Status: .....

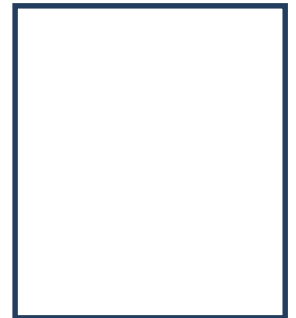
Nationality: .....

Residential Status: Resident/Non-Resident

Residential Address:.....

Contact No.: Res.....Office:.....Mobile:.....

E-MailID:.....



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**Personal Details:-**

Occupation/Business.....

Name of the Employer/Business.....

Address of the Employer/Business .....

Contact No. ....

Annual Income.....

**Funding Detail:-**

The purchase consideration shall be paid out of

Own Sources  Financing from bank/Financial Institutions

Quantum of Loan required. ....

**2. Co-Applicant Name**

S/o/W/o/D/o.....

S/o/W/o/D/o.....

Relationship with the applicant.....

Date of Birth :..... PAN No.: .....

ADHAR No.: .....

Marital Status: .....Nationality: .....

Residential Status: Resident/Non-Resident

Residential Address:.....

Contact No.: Res :-.....Office:.....Mobile:.....

E-MailID:.....

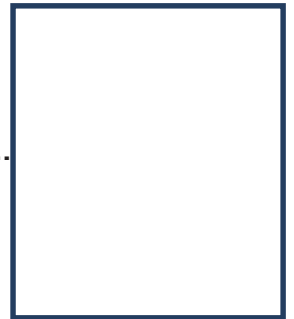
**Personal Details:-**

Occupation/Business .....

Name of the Employer/Business.....

Address of the Employer/Business .....

Contact No. ....Annual Income.....



**Plot. No.....**

**Details of Plot Applied For:-**

Plot Area (Sq. M): .....

Basic Sale Price: ..... (Rupees.....)

Additional Charges: ..... (Rupees.....)

Total Sales Price: ..... (Rupees.....)

Other Charges (if any).....

Taxes: As per prevailing rates

**Amount Paid With Application:-**

Paid Rs..... (In Words.....including

Taxes) vide Cheque/DD/RTGS No..... Dated.....Drawn

on (Bank)..... Branch.....

City .....

**Plot. No.....**

**Declaration:**

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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 herein agree to adhere to building plan, color scheme and elevation of the house which would be provided by the project developer and which will be uniformly applicable to all houses in the Project **Oasis Garden** ,in order to maintain the uniformity and aesthetic value of the said project.

I/We shall furnish any additional information(s) if required. In the event of any delay on my / our part to furnish any particulars aced by the Promoter, it shall be within the discretion of the Promoter to reject my/our application.

The Promoter/Developer has no obligation or liability to allot me/us a unit.

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 Promoter and it shall be final and binding on me/us. I/We further agree to pay the balance payment in accordance with the Promoter'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 here to and hereby agree to abide fully by those.

I/We have read and understood the terms and conditions given herein and accept the same.

Name of Applicant(s)

Signature of Applicant(s)

1 .....

2 .....

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**NOMINATION FORM**

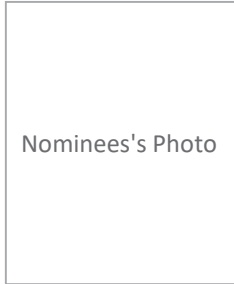
Name of Nominee: .....

Date of Birth: ..... Gender .....

Relation with the first applicant:.....

Address: .....

Specimen Signature (Nominee):.....



I certify that Mr./Mrs./Ms.....

S/o/W/o/D/o..... has signed in my presence and I verify his/her signature.

(Applicant(s) Signature)

Witness Signature with Name & Address

1).....

2).....

**FOR OFFICE USE ONLY**

1. Application Accepted / Rejected

2. Detail of Plot allotted

Unit No. ....

Plot Area .....Sq.mt.

Basic Sale Price Rs .....

Additional Charges Rs .....

Taxes Rs.....

Total Plot Price Rs.....(Subject to addition /modification/ Alteration in taxes, Cess ,duties)

No. of Joint Applicants.....

Dated .....

Place .....

Authorized Signatory

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## TERM AND CONDITIONS

1. The applicant (s) has applied for the allotment of a unit, with full knowledge and subject to all laws, bye laws, notifications and rules applicable to this project, which have been well explained by the developer/ Promoter & understood by him/her.
2. The allottee(s) has seen, understood and accepted the approved layout plan, specifications, amenities and facilities of the Project and accepted the layout plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter.
3. The allottee(s) has fully satisfied himself / herself about the rights & interest of the Promoter on the said land and the project and it's limitations and obligations in respect of the same.
4. The allottee(s) has fully verified and satisfied himself/herself about the genuineness of the title deed of the said land over which the multi-storied residential building will be built and there will not be any objections or investigations by the intending allottee in this respect in future.
5. The applicant understands that he/she will not interfere in layout, implementation, plans and drawings of the project and will not modify the internal/external structure/ scheme even at the later stage to keep the harmony and spirit of the project.
6. Transfer charges:  
Before the registry is done, In case the allottee wants to transfer his/her share to his/her co applicant, it will be allowed once, without any charge, subject to fulfillment of legal documentation and approval of financial institution which has provided loan on the said unit. Beyond one transfer, this will be chargeable @ Rs..... per sq yard plus applicable taxes. However if the unit holder(s) wish to transfer the allotted unit to any other person(s), before registry, the Firm reserves the right to charge up to Rs ..... per squareyard plus applicable taxes.  
The above charge is being levied to discourage speculation and undue inplotion of unit price by investors and encourage end users to buy units for self use.  
In case customer cancels the unit before registry, Firm shall have the right to deduct 10% of BSP and refund the balance amount without any interest.

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7. (a) The Promoter will develop the residential plots project in accordance with the approved plan of Bareilly Development Authority as well as the specifications given in the brochure/ Annexure;  
(b) However the Promoter shall have the right to effect suitable and necessary minor alterations/changes in the Layout plan if necessary as permitted under law and shall follow the process specified in this respect.  
(c) The applicant understands and unconditionally agrees about the timely payment of all installments (including final amount payable on intimation for possession), the same shall be the essence of the booking and agreement to be executed. Any delay in payment of any installment shall be subject to the interest at the State Bank of India Marginal cost Lending Rate plus two percent or such other rate as may be applicable from time to time as per the Real Estate (Regulation and Development) Act and Rules framed there under. In case of delay in any installment,
8. The plots shall be sold at the agreed price prevailing in the market on Unit Cost. Any Levy or taxes on the said unit will be borne by qualified applicant. Sale price paid to the promoter will not include the cost of stamp duty and registration fees together with any other out of pocket expenses which have to be borne and paid by the qualifying applicant separately.
9. The maintenance charges shall be paid by the applicant(s) in advance, through an account payee cheque, payable to Residents' Welfare Society and handed over to the developer before the execution of the conveyance deed. The same shall not be linked with the actual possession taken by the applicant.
10. The registration of plot in **'OASIS GARDEN'** is entirely at the sole discretion of the promoter and they have full right to reject any of application/ request for registration without assigning any reason thereof.
11. That the area of unit mentioned herein is subject to change as per actual measurement as permitted in the applicable laws and price of the unit will be increased or decreased accordingly. The drawings are subject to change & area may increase or decrease on actual construction as per the provisions of law and limits available therein. The applicant gives his/her consent for the same and will pay the recalculated balance if any due as per the terms and conditions of the agreement.

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## PAYMENTS

1. The initial Registration amount for the purpose of booking a unit shall be Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_)
2. The Balance payment is to be made within 30 days of signing of this application.
3. However in the event of Breach of any of the terms and conditions of the allotment by the applicant(s), the allotment may be cancelled before possession and execution of registered sale/conveyance deed, however the allottee will be entitled to get refund of his/her total amount paid after deduction of booking amount actual loss suffered by the developer (if any) and/or Interest which shall be calculated at MCLR + @2% (both and/or any one as the case may be)
4. In case of cancellation of booking, if the unit is cancelled within 15 days of booking then amount to be refunded will be calculated after deducting actual loss (if any) suffered by the developer /Promoter . If the plot is cancelled after 15 days of booking then the amount to be refunded will be calculated after deducting interest @ MCLR +1% and/or actual loss (if any) suffered by the developer / Promoter.
5. All the payments against total sale price of the plot shall be made to the promoter through demand draft/cheque in favor of "Mohd. Khalid Collection Account for project Oasis Garden ." In case if RTGS/NEFT is being done by the applicant(s) and the same is not being informed to the developer then under such circumstances receipt of such deposit may not be issued and applicant(s) will not complain for the same.
6. All statutory charges, taxes and other levies demanded or imposed by the concerned authorities/state/central government shall be payable by the applicant(s) in respect of the unit allotted from the date of booking.  
The applicant(s) shall be given the possession of the unit only after payment of all the Installments and other dues and after execution of registered sale/conveyance deed in his/her favor by the Promoter, which will be done when the applicant(s) has paid Stamp Duty, Registration Fee and other legal charges or expenses. The registration of the sale/conveyance deed shall be executed through the lawyer of the Developer.

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#### **MAINTENANCE**

1. The maintenance, upkeep, repairs, security, landscape and common services etc. of the project shall be collective (joint & several) responsibility of the House/ Plot owners or occupants and the same shall be managed by the Association of Allottees formed for the said purpose and/or its nominated maintenance agency. The allottee will necessarily require to be the member of Association of Allottees. The applicant of the Plot shall pay a sum of Rs. .... per Yard per month for 2 years vide an account payee cheque, as advance to the Association of Allottees or Promoter (also called Resident Welfare Association) before the conveyance deed of the said plot is executed, failing which the Developer reserves the right to withhold the conveyance deed (registry). That the passage and the common spaces in the building shall be kept open and free from obstructions at all time.  
If the Allottee(s) fails and neglects to take possession shall not absolve the Allottee(s) of its liability to pay maintenance charges and the same shall be payable even if the plot or the house he or she constructs thereon, is kept vacant and/or occupied by some other person on rent/lease etc.
2. It is specifically made clear that all the obligations of the allottee(s) relating to and/ or concerning the maintenance and security deposit, as aforesaid is due then the said society shall have first charge/lien on the said Plot in respect of any such non-payment.
3. The allottee upon purchase of the Plot shall maintain at his/her cost the said plot or house constructed by him on the said plot, in good condition and shall abide by all laws, by-laws, rules & regulations of the government as well as the rules and by- laws framed by the society of the plot/ house holders of the project and till then the by-laws framed by the developer.

#### **CONSTRUCTION & COMPLETION**

1. The Developer shall endeavor to give possession of the residential Plot to the applicant by , subject to force major conditions and reasons beyond the control of the Developer with a extension of time for construction provided by authority.

#### **GENERAL TERMS & CONDITIONS**

- 1) In case of NRI, the provisional allottee shall be solely responsible for compliance with the provision of FEMA, 1999, RBI and any other law as may be prevailing for acquisition of the subject property.
- 2) In case of any dispute arising out of this allotment shall be referred to an arbitrator appointed by the developer/Promoter whose award shall be final and binding to both parties. The jurisdiction of court shall be at BLY.

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- 3) The applicant(s) have no objection in case the Developer create such a region the entire project during the course of development of the project for raising loan For many banking and/or financial institution. However, such charges if created shall be vacated before execution of the conveyance deed (registry) of the residential Plot to the applicant(s). The creation of such charge shall not affect the rights of the applicant to the said plot.
- 4) The applicant(s) shall give his/her completed dress to the Promoter at the time of booking and it shall be his/her sole responsibility to inform the Promoter about all the sub sequent changes in his address from time to time, failing which all such demand notice and letters posted address will be deemed to have been received by him/her at the time when these should ordinarily have reached at such address and the applicant(s) shall be responsible for any default in making payment and other consequences that might occur there from.
- 5) In case the rare joint applicant(s) the n all communications shall be sent by the developer other applicant whose name appears first and at head dress given by him/her. No separate communication shall be necessary too their named applicants.

I/We hereby declare that I/We have been explained everything relating to the above terms and conditions in the language known to me/us. Also I/We agree to abide by the rules and regulations of the Firm & will pay further installments of the flat/apartment as per opted payment schedule.

**1.....2.....**

Name of Applicant 1

Name of Applicant 2

Signature of Applicant 1

Signature of Applicant 2

Dated.....

Place.....