

OM RESIDENCY

Premium Bangalows and Villas

Application for allotment of Residential Villa/House/Plot

Application No. :

The Director,
M/S Neostar Realty Pvt. Ltd.
Site Office: Gausganj Sarai,
17 km. Bareilly Faridpur Road.
(NH-24), Bareilly

Pre-Authenticated by

Director

Dear Sir,

I/We request that I/We may be registered for allotment of a residential Villa/House/Plot in your upcoming residential complex “**Om Residency**” being developed and situated at **Gausganj Sarai, 17 KM, Bareilly Faridpur Road (NH-24) Bareilly (UP) INDIA**. I/We agree to sign/execute in the company's standard format and to abide by all Terms and Conditions unconditionally, the contents whereof have been read and understood by me/us and I/We shall be bound by them and with any other papers/documents, as and when desired by the company.

I/We remit herewith a sum of Rs. (Rupees.....
.....only) by Cash / Bank
Draft/Cheque No..... Dated..... drawn on.....
..... Bank payable at Bareilly, being the Booking amount.

I/We agree to pay entire consideration/further installments of total sale price on or before time as per the payment plan opted by me/us along with other charges if any, without looking to any demand or notice from the company once my/our application is accepted.

I/We unconditionally agree to abide by the terms and conditions of the company presently in force or may be in force from time to time.

I/We confirm to have seen and understood all the documents of Titles/Rights and other relevant papers pertaining to **Om Residency** and am/are fully satisfied with them.

I/We agree that acceptance of my/our application does not entitle me/us to any right in the applied unit till all payments have been settled in full.

I/We agree to execute buyer's agreement/sale deed etc containing terms and conditions as and when called upon by the company.

If I/we fail to pay further installments or to execute the buyer's agreement etc. as aforesaid, the company shall be entitled to treat this application as cancelled and forfeit booking amount/earnest money, for which I/we shall have no objection.

I/We have understood that the company shall construct dwelling units and carry out development of Om Residency Complex as per its usual code of quality / scope of work to which I / we shall never object or claim monetary damages on pretext of poor workmanship etc. and shall never withhold / delay my/ our payments for such reasons.

I/We understand that the company holds/reserves absolute rights to accept/reject my/our application without assigning any reasons whatsoever.

My/ Our particulars as mentioned below may be recorded for reference and communications:

PERSONAL DETAILS FORM

DATE _____

No. _____

I/We hereby apply for the booking of a unit in your residential project mentioned overleaf. I/We also declare that particulars mentioned below are true and nothing has been concealed.

Sole/First Applicant

Son/Daughter/Wife of

Occupation Qualification

Permanent Address

Mailing Address

Telephone Mobile

Email Date of Birth

Residential Status (3) Resident N.R.I. Passport No.

PAN No. Ward/Circle/Place of Assessment Nationality

Co-Applicant (A)

Son/Daughter/Wife

Occupation Qualification

Permanent Address

Mailing Address

Telephone Mobile

Email Date of Birth

Residential Status (3) Resident N.R.I. Passport No.

PAN No. Ward/Circle/Place of Assessment Nationality

Co-Applicant (B)*

Son/Daughter/Wife

Occupation Qualification

Permanent Address

Mailing Address

Telephone Mobile

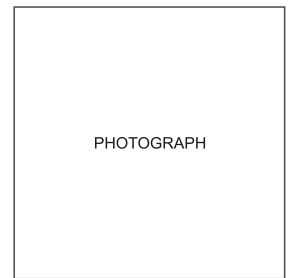
Email Date of Birth

Residential Status (3) Resident N.R.I. Passport No.

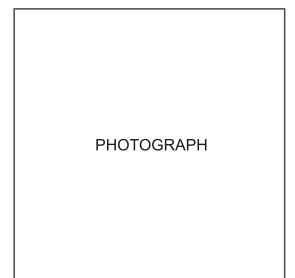
PAN No. Ward/Circle/Place of Assessment Nationality

Nominee Details

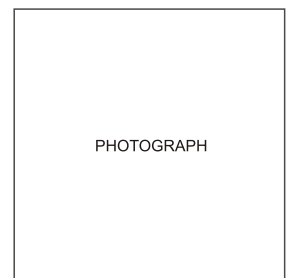
Date of Birth Relationship



Signature



Signature



Signature

4. Villa/House/Plot Unit No.....

Area..... (Sq.yard/Sq.mt)

5.) Payment Plan Option:

Down Payment Plan.....Installment Plan.....

COMPUTATION	
Particulars	Amount
Basic Price	
Extra Land	
Total	
Development Charges	
Preferential Location Charges	
Total	
Others (+/-)	
Total	
Service Tax	
Total	
Club Charges	
Maintenance Charges	
Final Amount	

Payment Plan For Houses	
Booking	10%
Within 30 Days of Booking	15%
Within 60 Days of Booking	15%
Plinth Level	10%
At Door Level	15%
Casting of Slab	20%
Flooring	10%
At the Time of Finishing	5%

Payment Plan For Plots	
Booking (Non-refundable)	25%
Within 1 Month	25%
Within 2 Month	25%
Within 3 Month	25%

I/We, the above applicant(s), do hereby declare that the above particulars given by me/us are true & correct and nothing has been concealed there from. If any information/document found false, this application is liable for cancellation as though breach has been carried out by me/us. The Terms and conditions as per attached sheets form integral part of this application.

.....
First Applicant

.....
Second Applicant

.....
Receiving Officer

Date:	FOR OFFICE USE ONLY	Place: BAREILLY
Name <input type="text"/>		
Approved Yes / No <input type="text"/>	Recheck <input type="text"/>	
Verified by Account <input type="text"/>	Receipt No(S) <input type="text"/>	
Signature of HOD <input type="text"/>		
Corporate / Dealer <input type="text"/>		
Associate's Signature	Authorized Signatory	

OM RESIDENCY

Premium Bangalows and Villas

Annexure to the application form

Application No.:

TERMS AND CONDITIONS FOR ALLOTMENT/PURCHASE OF VILLA/HOUSE/PLOT (UNIT)

The transactions between the Company and the intending buyer shall be complete and conclusive on peaceful possession/handling over of Unit to the intending buyer on execution of sale deed by the Company against proper consideration and settlement of total sale price and related taxes etc. of any kind including dealing terms as agreed by the buyer and as accepted by the company. However, in case any additional point arises not hereunder covered, the same shall be dealt and settled as per general practice being followed by the company in its usual course of business. Registration of Sale Deed shall be got carried out by the intending buyer.

Definitions :

'**Company**' shall mean M/s Neostar Realty Pvt. Ltd, a private company incorporated under the Companies Act, 1956, having Registered Office at 1463-A, Kotla Mubarakpur, Wazir Nagar, New Delhi and Head Office at 17 Km Gausganj Sarai, Bareilly-Faridpur Road, NH 24, Faridpur, Dist. Bareilly (UP) INDIA and includes its nominated Director/Authorized Person by resolution for the purpose of dealing/ signing/ issuing/executing Allotment Letters, Reminders, Rules / Regulations including changes thereof, Agreement to Sell, Sale Deed etc for and on behalf of the Company, fully binding upon the Company

'**Intending Allottee**' shall mean and include an Individual/ HUF/ AOP/ Firm/ Company who has applied for allotment of a Residential unit in OM RESIDENCY on the prescribed Application Form and has paid the complete booking amount.

'**Intending Buyer**' shall mean and include Intending Allottee and who has paid the Allotment Money

'**Buyer**' shall mean and include intending buyer and in whose favour the Sale Deed is/ shall be executed and includes his/her legal heirs and/or nominee/s.

'**Unit**' shall mean dwelling unit/s and include individual Villa/House or Plot applied for allotment/ sale within the residential complex of OM RESIDENCY.

'**Sale deed**' shall mean and include document of transfer of all peaceful, unencumbered, legal rights of unit to be executed by the company in favour of the buyer only after receipt of the Total Sale price.

'**Registration of Sale Deed**' shall mean to present the executed sale deed with the jurisdictional Registrar or competent authority by the buyer at his/her/their cost and expenses

'**Total Sale Price**' shall include Basic Sale Price plus Development Charges (EDC) plus Preferential Location Charges (PLC/s) plus any other taxes as applicable and administrative costs towards changes / modification, late payment fee, interest, penalty etc.

'**Common Area**' shall mean and include total area of colony excluding all dwelling unit/s.

'**Common Services/ Amenities**' shall mean and include all such services/amenities required for use in general and for any specific purpose/s within the residential complex/colony of OM RESIDENCY to maintain and retain the common assets of the colony in useable conditions whether these are pertaining to security, water supply, tanks, pumps, parks, drains, sewers, STP plants, roads, boundary wall etc.

- 1) The price of the unit represents the price of the said unit only and all rights of ownership of land(s), facilities and amenities other than those within the unit shall vest with Company which shall have the sole right and authority to deal in any manner with such land(s), common area, facilities and/or amenities.
- 2) All taxes, duties, levies, cess, charges etc. whatsoever of any kind whether levied or leviable now or in future on the unit after the date of booking shall borne by the intending buyer.
- 3) The layouts, plans, designs, specification, prices etc. are tentative and subject to change at the sole discretion of the company.
- 4) The actual physical possession of the unit shall be handed over to the buyer after receipt of payment of total sale price, other applicable charges and leviable taxes and after execution and registration of sale deed, at the cost of the buyer.
- 5) The allottee/buyer shall not use the premises for any activity other than use specified for.
- 6) In case of joint allottee(s)/buyer, all communication shall be sent by the company on the address of the first applicant and it shall be his/her responsibility to inform the company by registered letter/mail about all subsequent changes, if any. In all communications the reference of property booked must be mentioned clearly.

- 7) The punctual payment of installments is the essence of the booking on the basis of this application. It shall be incumbent on the intending allottee(s)/buyer to comply with the terms of payment and other terms and condition of registration, failing which the company reserves the right to cancel the aforesaid booking after deducting 10% of the cost of the unit and the balance amount (if any) will be refunded without interest. However in exceptional & genuine circumstances, the company may at its sole discretion condone the delay in payment by charging interest @ 18% per annum & restore the registration in case such property is not allotted to someone else.
- 8) That in case the Company is not in a position to allot the unit applied for, the Company shall be responsible only to consider allotment of an alternative property or refund the amount deposited by the allottee(s) without any interest, costs, damages etc.
- 9) The intending buyer shall not be entitled to get the names of his/her nominees substituted in his/her place. The Company may, however, in its sole discretion, permit such substitution on such terms and conditions and compliances including payment of such administrative charges as it may deem fit from time to time. Any change in the name of the intending buyer as registered/recorded with the Company (including addition / deletion), amongst family members (husband, wife and own children and real brother/ sister) will be attracting Administrative Charges as prescribed by the Company from time to time and will be paid by the intending buyer, before such change.
- 10) In case of reduction or increase in the covered or land area of a unit or change in its location over and above differences of (+/-) 2 sq. yds, the company shall charge / adjust / refund the extra price without interest but shall not be liable for any claim or charges.
- 11) Any request for any change in construction of any type of unit from the intending allottee(s) / buyer will not be entertained/ allowed. The Plot holders also shall adhere to the plan, facia and layouts.
- 12) After execution and registration of sale deed of the unit, all obligations and duties of the company shall deemed to have been successfully settled towards the said unit.
- 13) The intending allottee(s) / buyer agree(s) and undertakes that before or after taking possession of the unit or at any time hereafter he/she/they have no right to object to the company constructing or continuing with the construction of the other buildings/ units whether adjoining or not.
- 14) Allottee/s residing outside India shall comply with FEMA and other applicable laws for remittances and shall furnish a declaration to the company in this regard.
- 15) For electrification and water supply etc. connections, buyer/allottee will have to apply with proper authority at his/her/their own cost/s. The Plot holder shall obtain NOC from the company for tapping of sewage/water/electric line as per rules framed by company from time to time.
- 16) Further, if there is any Service tax, trade Tax and additional levies, Rates, Taxes, Charges, compensation to the farmers, Government Cess and Fees etc as assessed unpaid and attributable to the company as a consequence of the Government/Statutory or other Local Authorities' order, the intending allottee(s) / buyer, shall pay the same in their proportionate share, if any.
- 17) The company shall be the absolute owner of common area/s and all the units and construction thereon until the execution of sale deed in favour of the buyer(s).
- 18) All unit holders shall have the right of trespassing/ use of common area/s without any difficulty to the other owners/ residents but no encroachment shall be allowed in any case.
- 19) A society of all the unit holders shall be formed and all the unit holders would be the member of the said Society and the Company would handover the said Om Residency to the said society after development and thereafter it shall be the responsibility of the said society to maintain the said Om Residency properly on such terms, payments & obligations on each of the member as may be decided by the society from time to time.
- 20) In case of surrender of booking and allotment by the intending buyer, the amount paid by the intending buyer shall be refunded by the Company to the intending buyer within a period of twelve months or on resale of the said Plot, whichever is earlier, after deducting the Booking amount. The Booking amount shall be deducted towards the processing charges, administration charges and other expenses incurred by the Company. The Company shall be liable to pay simple interest @ 6% p.a. on the refundable amount after the expiry of the period of twelve months.
- 21) Administrative Costs shall be payable by the intending buyer on account of various administrative supports received from the company in any matter covered above or on account of any delays in installments, arbitration, legal or court expenses incurred by the Company in the case of any matter /civil or criminal suits contested by the Company for or against the intending buyer.
- 22) If the intending buyer of Plot does not construct his/her house on the said Plot within a period of 24 months from the date of Allotment thereof, the Company shall in no case be held responsible for any misdeed / mis-occupation / safety of the said plot.

- 23) The site development work in Om Residency complex, completion of works and handing over of particular unit/s are subject to force majeure clause, for which no claims shall be raised by the intending buyer.
- 24) In the event of any dispute, the company shall appoint and refer the same to the sole arbitrator of a person, whose decision shall be final and binding on both the parties. Further the courts at Bareilly shall have jurisdiction in all matters related to the units/Om residency complex.

I/ We,,
aged about..... years, son / daughter / wife of Mr.
resident of
..... am a intending buyer being
interested in purchasing Villa / House / Plot in Om Residency. I have been read over and explained in Hindi all the terms and
conditions mentioned herein above and I have properly understood the same and hereby acknowledge the same and assure the
Company to abide by all the terms and conditions mentioned herein above. I/We hereby give my free consent for purchasing Villa /
House / Plot and paying the Booking Amount and am also signing the terms and conditions mentioned herein above in token of my
acceptance and that all the decisions of the company shall be final and binding on me / us.

नोट : उपरोक्त सभी नियम व शर्तें मुझे हिन्दी में भी पढ़कर समझा दी गयी हैं ।

Signature First/ Sole Applicant

Signature of Manager/Associate

Signature Co-Applicant

Signature Associate

Date:

Place: Bareilly

Following self attested documents to be submitted along with the application form in all cases :

Pan Card, Photographs & Address Proof of all applicants / signatories.

Additional requirements :

Hindu Undivided Family (HUF) : List of Co-parceners of HUF.

Partnership Firm: Copy of partnership deed, Authority letter from the other partners.

Private Limited Company and Limited Company: Articles of Association and Memorandum of Association, Board Resolution authorizing the signatory of the application to buy property on behalf of the company.

NRI / Foreign National of Indian origin: Copy of Individual Passports, confirmation from the banker stating that the DD / Cheque has been prepared from the proceeds of NRE / NRO / FCNR account of the applicant only or Foreign exchange remittance from abroad and not from the account of the third party.