

“OMKAR DAFFODILS”

Photograph of
the Co-
applicant

Pin Code

E- Mail @

Marital Status: Yes ☐ No ☐

Income Tax PAN

Passport No.

Voter ID Card No.

Driving License No.

Specimen Signature

PAYMENT PLAN

Basic Sale Price

Rs...../- PER SQ. FT.

Unit No.....

Parking Nos.....

Unit Measuring (Approx.)..... Sq.ft. Super area.....

Floor.....

Unit Category.....

Payment Plan Option Chosen by Customer: -

Payment Calculation

Total Amount at BSP: Rs.....

PLC (Preferential Location Charges):

Park Facing/sq.ft

Road Facing/sq.ft

Swimming Pool/Garden Facing/sq.ft

Lake Facing/sq.ft

Preferential Floor/sq.ft

Total Amount of PLC Rs.....

Total Amount of PFC Rs.....

*Other Charges:

Society Maintenance/sq.ft

External Electrification/sq.ft

Fire Safety/sq.ft

LSMD (Lump Sum Maintenance Deposit)/sq.ft

Total Charges per sq ft.

Total Amount of Other Charges Rs.....

Club Rs.....

Power Backup Charges (Rs 20000/KVA) Rs.....

Car Parking:

Stilt Covered Nos...../parking)

Covered Nos...../parking)

Open Nos...../parking)

Total Amount for Car Parking

Rs-----

Total Amount of PLC + PFC+ Other Charges

Rs-----

Service Taxes

Rs-----

GRAND TOTAL**

Rs-----

**The GRAND TOTAL is excluding all applicable taxes, stamp duty etc. which will have to be paid by the Applicant(s)

Any Other Remark
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.....

I/We the above Applicant(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. I/We agree that any Allotment based on this application shall be subject to fulfillment of the General Terms and Conditions laid down in this Application Form. I/We shall abide by the General Terms and Conditions herein, and the Payment Plan chosen by me/us laid down in this Application, which shall ipso-facto be applicable to my/our legal heirs and successors.

Date:-
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GENERAL TERMS AND CONDITIONS

Signature/s of Applicant's

- (1) This project is being developed by M/s. Kamdhenu Realty Private Limited.
- (2) The intending allottee(s) has/have applied for allotment of a residential/commercial unit with the full knowledge and subject to all the laws/notifications and rules applicable to this area in general which have been explained by the Company and understood by him/her/them.
- (3) The intending allottee(s) has/have fully satisfied himself/herself/themselves about the interest and the title of the Company in the said land on which the unit will be constructed and has/have understood the obligations in respect thereof and there will be no more investigation or objection by the intending allottee(s) in this respect.
- (4) The intending allottee(s) has/have accepted the plans, designs, specifications which are tentative and are kept at the Company's offices and agrees that Company may affect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion deem appropriate and fit or as may be done by the competent authority and the intending allottee(s) hereby gives his/her/their consent to such variation/ addition/ alterations / deletion and modification.
- (5) 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 changes, namely change in the position of unit, change in its number, dimensions, height, size, area layout or change of entire scheme.
- (6) The address given in this application form /allotment-certificate shall be taken as final unless any subsequent change has been intimated under registered A/D letter. All demand notice, letters etc. posted at the address given in the application form/allotment certificate and agreement shall be deemed to have been received by the Allottee/s.
- (7) The Allottee/s shall make the payment through the demand draft/cheque drawn in favor of the Company payable at Lucknow or as may be directed by the Company.
- (8) The intending allottee(s) shall not be entitled to get the name of his/her/their nominee(s) substituted in his/her/their 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 and legally permissible.
- (9) In case of default of dues of the financial institution/agency by BUYER, the BUYER authorize the company to cancel the allotment of the said unit and repay the amount received till that date after deduction of Earnest Money and interest accrued on delayed payments directly to financing/institution agency on receipt of such request from financial institution/agency without any reference to BUYER.
- (10) The Allottee/s shall not use or allow to be used the said Unit for any purpose other than residence or any activity that may cause nuisance to other Allottee/s to the Project.
- (11) The Allottee/s shall not be allowed to affect any change/alteration in the allotted Unit which may or likely to cause damages to the permanent structure of the complex, like beams, columns etc. The Allottee/s is also debarred to make any layout /location change in toilet/kitchen, plumbing, drawing and units of the other Allottee/s in the complex. The Allottee/s is/are not to make any change that may affect the facade of the building like making major change in the window, tempering with external treatment changing of ward robs position etc. The Allottee/s is/are also debarred from making encroachments on the common space in the building.
- (12) The Company and the intending allottee(s) hereby agree that the amounts paid with the application for booking and in installments as the case may be, to the extent of 20% 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 /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.
- (13) The Allottee/s shall not cause nuisance to the other occupants in the adjoining areas and shall not obstruct / block the common areas, common amenities/facilities etc.
- (14) Upon the Allottee/s taking possession or after Possession Due Date of the said Unit, llottee/s shall have no claim against the Company in respect of any item or work in the said Unit or for any design. Area, specification, location, building material used for or any reason whatsoever and he/she/they shall be entitled to the use and occupy the said Unit for residential purpose without any interference but subject to the terms and conditions contained herein.
- (15) The Allottee/s agree/s and undertake/s that he/she/they shall, on taking possession or Possession Due Date of the said Unit have no right to object to the Company constructing in a reasonable manner adjoining the said Unit, the Allottee/s shall not object to any consequences of such increase in construction in the adjoining in the layout or reduction in green area etc.
- (16) The Company has made clear to the Allottee/s that it shall be carrying out extensive development/constructions activities for many year in future in the project and shall also be connecting/linking The amenities/facilities viz./ electricity, water, sanitary/drainage system etc. of additional development/construction with the existing ones in the project. The Allottee/s has confirmed that he/she/they shall not make any objections or make any claim or difficulty in any payment as demanded by the company on account of inconvenience, if any, which may be suffered by him/her/them due to such development/construction activities or incidental/relating activities as well as connecting / linking of amenities /facilities etc. as above said.

- (17) The Allottee/s shall get exclusive possession and title of the said Unit along with allotted proportionate undivided share in land on which said block/Project is constructed herein through sale/transfer deed. The Allottee/s shall have no right, interest and title in the remaining part of the Project such as Club, Parking, and Park etc. except the right of usage of common passage/roads, common areas, as defined herein above, and carved out in the Project as per sanctioned layout plan.
- (18) The Allottee/s agree/s and understand/s that he/she/it/they shall not have any rights in any commercial shops, community centre etc., if any constructed in the Project, the Company shall be free to dispose off the same on such terms and conditions, as it may deem fit and proper. The Allottee/s shall not have any right to interfere in the manner of booking/allotment/sale of such commercial premises, buildings, shops, community centers etc. to any persons and also in their operation and management.
- (19) The Allottee/s agree/s and understand/s to pay to the Company amounts as may be intimated by the Company towards Malba charges, water charges, water and sewer connection charges, EDC, EEC, Administrative Expenses etc.
- (20) The Allottee/s understand/s and agree/s that in case of breach of any terms and conditions contained herein, then beside and without prejudice to Company's rights available under these terms/under Law, the company shall have right to cancel the allotment of the said Unit and forfeit the Earnest Money. As a result of such cancellation, the refund, if any, subject to adjustment of dues under various heads stipulated herein will be governed by Company's Policy. Any alteration/s or addition in the terms and conditions herein without the prior consent / approval of the Company shall render such alteration or addition null and void for all purposes.
- (21) In case of applications with joint names, the company may, at its discretion, without any claim from any person may do correspondence with any one of the joint applicant which shall be deemed sufficient for all purposes.
- (22) In case of NRI /person of Indian Origin Buyer, the observance of the provisions of the Foreign Exchange Management Act, 1999, Reserve Bank of India Act and rules made there under any statutory notification, amendments, modification made thereof and all other applicable law as may be prevailing including that of remittance of payment, sale /conveyance /transfer deed of immovable properties in India shall be the responsibilities of the Allottee/s. The Allottee/s understand/s and agree/s that in the event of failure of his/her/ their part to comply with the applicable guidelines issued by Reserve bank of India, he/she/they shall be liable for any action under Foreign Exchange Management Act, 1999, as amended from time to time. The Company accepts no responsibility in this regard.
- (23) In case of any dispute between the Allottee and Co-Allottee the decision from the competent Court shall be honored by the Company.
- (24) The company sale-brochure, CD walk through, advertisement/s and other sales are purely conceptual and not a legal offering. Further the Company reserves the right to add/delete/modify any such details/specifications.
- (25) In the case of any conflict between the terms and condition herein and the terms/specifications mentioned in Company's sale-brochures/CD walk through/advertisement(s) / other sale-documents/ application form, then the terms contained herein will prevail.
- (26) The Allottee/s agree/s and undertake/s to pay the stamp duty and / or other incidental charges, if levied or imposed by any local administration, State Government/Central Government or any other lawful authority on allotment certificate and agreement.

JURISDICTION

- (1) All or any disputes arising out or touching upon or in relation to the terms hereof including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the dispute shall be referred by the Company to the Arbitrator solely appointed by the Company and the place of the Arbitration shall be at Lucknow only and the Award given by such Arbitrator under Arbitration and Conciliation Act, 1996 shall be final and binding on both the parties.
- (2) That the rights and obligations of the parties under or arising out of these terms shall be construed and enforced in accordance with the Laws of India.

COPIES OF THE AGREEMENT

Two sets of this agreement are being executed on non-judicial stamp-paper of Rs. 100/- only and the Company shall retain one copy for reference and records and the Allottee/s shall retain the other copy.

DECLARATION

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 comprehensively set out. I/We am/are fully conscious that it is not incumbent on the part of the Developer to send us reminders/notices in respect of our obligations as set out in this application and I/we shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and conditions contained in this Application. I/We have sought detailed explanations and clarifications from the Developer and the Developer has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the Developer, I have now signed this application form and paid the amount thereof fully conscious of my liabilities and obligations including forfeiture of Earnest Money as may be imposed upon me.

Date:-,

Place:-

Signature of all Applicants) as acceptance that they have, read and understood, and as a token of acceptance of, all terms and conditions specified from this agreement payment Calculation and Payment Plan chosen and accepted herein.

Signature of First Applicant
Name

Signature of Second Applicant
Name

Project By



Developer



Head Office:

23 A- Skylite Cosmos Horizon Pokhran Road No. 2, Thane (W) - 400610, Maharashtra Tel.: 022 21710055

Corporate Office:

258-261, 2nd Floor, Tej Kumar Plaza, Hazratganj, Lucknow- 226001 (U.P.) Tel.: 0522 4115318

Overseas Office:

804, Sayeed Tower - II, Shaikh Zayed Road, Dubai (UAE)

Site Address:

Plot No.- 14 / Gh-12 A, Vrindavan Yojana Sector 14, Raebareli Road, Lucknow. (U.P.)

Architect:

Architect's Avenue, D-2 / 122, Sambhav Tower, Vibhuti Khand, Gomti Nagar, Lucknow (U.P.)

Design Architect:

Rightangle Architect & Interior Designers, Thane (Maharashtra)

E-Mail: info@omkargroup.co | **Website:** www.omkargroup.co

FOR BOOKING & ENQUIRY : 0522 4115318 / 9889354444 / 9889749999
