



# OMEGA DEVELOPER AND BUILDERS

Khasara No. 174, Village Uttardhauna, Chinhat, Lucknow  
Tel.: +91-8173002400, 8173002401



Affix Latest Passport Size Photograph of Applicant

Form No. \_\_\_\_\_

## APPLICATION FORM

(Green Park Township - Thwariganj, Faizabad Road, Lucknow)

Dear Sir/Madam (s),

(We, as per the request that a Flat may be allotted to me/us in OMEGA PRESIDENCY Project by Omega Developer and Builders Firm), as under the Firm's terms and conditions which I/we have read and understood and shall abide by the same as stipulated by your Firm.

We further agree to sign and execute any necessary agreement, as and when desired by the Firm on the Firm's standard format. (We have, in the meantime, signed the salient terms and conditions of sale attached to this application form.

We remit herewith a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) by (Rupee draft/cheque No. \_\_\_\_\_ Dated \_\_\_\_\_ Drawn on \_\_\_\_\_ Bank payable at Lucknow as part of earnest money.

All drafts and cheques to be made in favour of OMEGA DEVELOPER AND BUILDERS, payable at Lucknow or as mentioned in price list of the project.

We agree to pay further instalments of sale price as stipulated / called for by the Firm and the other charges as and when called for.

Our particulars as mentioned below may be recorded for reference and communication.

Applicant (Sole/First) \_\_\_\_\_  
S/W/D/ of \_\_\_\_\_ Nationality \_\_\_\_\_  
Address (for communication) \_\_\_\_\_

Telephone No \_\_\_\_\_ Fax No \_\_\_\_\_ Pin Code \_\_\_\_\_  
E-mail \_\_\_\_\_ Mobile \_\_\_\_\_

**Personal Details:**  
Date of Birth \_\_\_\_\_ Qualification \_\_\_\_\_

**Professional Details:**  
Occupation/Business \_\_\_\_\_ Name of the Employer/Business \_\_\_\_\_  
Address of the Employer/Business \_\_\_\_\_  
Contact No. \_\_\_\_\_ Annual Income \_\_\_\_\_

**Funding Details:**  
The purchase/consideration shall be paid out of:  
 Own Sources/Savings/Investments  Financing from banks/Financial Institutions  
Quantum of Loan to be raised: Rs. \_\_\_\_\_

Second Applicant Name \_\_\_\_\_  
S/W/D/ of \_\_\_\_\_ Nationality \_\_\_\_\_  
Local Address (if any) \_\_\_\_\_

Telephone No \_\_\_\_\_ Fax No \_\_\_\_\_ Pin Code \_\_\_\_\_  
E-mail \_\_\_\_\_ Mobile \_\_\_\_\_

**Residential Status**  
Resident Indian  Non-Resident Indian   
Payment Plan: Down Payment  Instalment

**Particulars of the Agent/Dealer**  
Name \_\_\_\_\_  
Address & Phone Nos. \_\_\_\_\_

Agent's/Dealer's Stamp

**Details of unit to be purchased:**  
i) Type of property \_\_\_\_\_  
ii) Unit No. \_\_\_\_\_  
iii) Floor \_\_\_\_\_  
iv) Required Area \_\_\_\_\_ Sq.ft./Sq.mt. (Approx.)  
v) Basic Rate per Sq.ft./Sq.mt. : Rs. \_\_\_\_\_  
vi) Basic Sale Price : Rs. \_\_\_\_\_  
vii) P.L.C. \_\_\_\_\_ % : Rs. \_\_\_\_\_  
viii) Total Sale Price : Rs. \_\_\_\_\_  
Car Parking Space : Covered  Open   
Space : \_\_\_\_\_  
Club Membership : Yes  No   
Allottee's Income Tax Permanent Account No. \_\_\_\_\_

**DECLARATION:**  
I/We, the undersigned (Sole/First and Second Applicant), do hereby declare that the above mentioned particulars/informations given by me/us are true and correct and nothing has been concealed therefrom.

Yours faithfully,  
X  
Signature of Applicant (s) \_\_\_\_\_ Place \_\_\_\_\_ Date \_\_\_\_\_

**FOR OFFICE USE ONLY**  
Application Accepted / Rejected \_\_\_\_\_  
Details of Unit allotted  
Unit No. \_\_\_\_\_ Type \_\_\_\_\_ Floor \_\_\_\_\_ PLC \_\_\_\_\_  
Built-up/Super Area \_\_\_\_\_ Sq.ft./Sq.mt. Rate per Sq.mt./Sq.ft. \_\_\_\_\_ Basic Sale Price Rs. \_\_\_\_\_  
PLC Rate per Sq.mt./Sq.ft. \_\_\_\_\_ PLC Cost Rs. \_\_\_\_\_  
Car Parking Space : One / Two Price Rs. \_\_\_\_\_ Number \_\_\_\_\_  
Club Membership \_\_\_\_\_  
Payment Plan:  Down Payment  Instalment  
Cost of Car Parking Space \_\_\_\_\_  
Total Sale Price Rs. \_\_\_\_\_  
Amount received at the time of booking vide Draft / Cheque No. \_\_\_\_\_ Dated \_\_\_\_\_ Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_) \_\_\_\_\_  
Drawn on \_\_\_\_\_ (Bank at Lucknow) vide our Receipt No. \_\_\_\_\_ Dated \_\_\_\_\_  
Type of Account \_\_\_\_\_  
No. of Joint Applicants \_\_\_\_\_  
Dated \_\_\_\_\_ Place \_\_\_\_\_ Authorised Signatory \_\_\_\_\_

## TERMS & CONDITIONS FOR ALLOTMENT

- The intending allottee(s) has/have applied for allotment of a residential 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 Firm and understood by him/her/ them.
- The intending allottee(s) has/have fully satisfied himself/herself/themself about the interest and the title of the Firm 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.
- The intending allottee(s) has/have accepted the plans, designs, specifications which are tentative and are kept at the Firm's offices and agree that Firm may effect 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/alteration/ deletion and modification.
- The Firm shall have the right to effect suitable and necessary alterations in the layout plan, Floor when necessary, which may involve all or any of the changes, namely change in the position of unit, change in its number, dimensions, height, site, area layout or change of site/tenure etc.
- The intending allottee(s) agrees that as the plan of the said project has been passed by Zila Panchayat, in case of LDA or any other authority imposing any charges of any nature whatsoever the same has to be borne by the Applicant.
- The intending allottee(s) agrees that he/she/they 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/We also agree(s) to make all payments through demand drafts/cheques drawn upon and payable at Lucknow only.
- The Firm and the intending allottee(s) hereby agree that the amounts paid with the application for booking and in instalments as the case may be, to the extent of 10% 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 Firm.
- 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 as per the agreement and all other charges due and payable up to the date of possession according to the payment plan applicable to him/her/ them. The Firm on completion of the unit shall issue final call notice to the intending allottee(s), who shall within 30 days thereof, remit all dues and take possession of the construction, in the event of his/her failure to take possession for any reason whatsoever, he shall be deemed to have taken possession of the allotted unit and shall bear all maintenance charges and any other levies on account of the allotted unit.
- The intending allottee(s) of the unit shall pay necessary charges including security deposit for mounting and up keeping of the unit and providing the various services as determined by the Firm or its nominated agency as and when demanded by the Firm or its nominee. This arrangement will be carried out until the services are handed over to the local bodies. The intending allottee(s) agree(s) and consents to this arrangement and will not question the same singly or jointly with other Buyers.
- The Sale Deed shall be executed and got registered in favour of the intending allottee(s) within the reasonable time after the completion of development work/contribution at the site and after receipt from his/her/their full price and other connected charges. The cost of stamp duty and registration/mutation, documentation charges etc. as applicable shall be extra and shall be borne by the intending allottee(s). The intending allottee(s) shall pay, as and when demanded by the Firm, Stamp Duty and Registration Charges/Mutation Charges and all other incidental and Legal Expenses for execution and registration of sale deed/mutation of unit in favour of the intending allottee(s).
- The intending allottee(s) shall get his/her/its complete address registered with the Firm at the time of booking and it shall be his/her/their responsibility to inform the Firm by registered A/D letter about all subsequent changes, if any, in his/her/their addresses, failing which all demand notices and letters posted at the last recorded address will be deemed to have been received by him/her/ them 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 therefrom. Any change in the address shall be supported with relevant documentary evidence. In all communications the reference of property booked must be mentioned clearly.

X  
Signature of the Intending Allottee(s)

## TERMS & CONDITIONS FOR ALLOTMENT

- The Firm 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 Firm.
- In case of cancellation developer has full right to forfeit the booking amount.
- Unless a conveyance deed is executed and registered, the Firm shall for all intents and purposes continue to be the owner of the land and also the construction thereon and this proposal shall not give to the allottee(s) any right or interest therein.
- The allotment of the unit is entirely at the discretion of the Firm.
- The price of the unit stipulated herein is based on All India Whole Sale Index for all commodities as ruling in \_\_\_\_\_. If however, during the progress of the work, escalation in cost takes place which will be based on All India whole Sale Index for all commodities the effect of such increase as assessed by the Firm and intimated to the intending allottee(s) shall be payable by him/her/their over and above the price. Calculation of escalation will be done as mentioned in escalation clause of the Allotment Letter/Agreement. The decision of the Firm in this respect shall be final and binding on the intending allottee(s). The increased incidence may be charged and recovered by the Firm from the intending allottee(s) within one or more of the instalments or separately.
- The intending allottee(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the said property.
- Any dispute or differences arising out of touching and/or concerning this transaction which may arise between the Firm and the allottee during currency or expiry of this transaction, the same shall be settled by mutual consent failing which the matter be referred to the decision of an arbitrator, to be appointed in writing by the parties, or if they can not agree upon a single arbitrator to the decision of three persons as arbitrators, one to be appointed by each party and they shall appoint the third arbitrator who shall act as the presiding arbitrator. The arbitration proceedings shall be governed by the then prevailing rules and provisions of Arbitration and Conciliation Act, 1996.
- Any dispute or legal proceeding arising out of this transaction shall be subject to jurisdiction of the Courts where property under subject to sale is situated.
- The intending allottee(s) agree(s) to pay the total basic sale price and other charges of unit as per the payment plan (Down Payment/Instalment Plan) opted by him/her/ them.
- The intending allottee(s) shall not put up any name or sign board, neon sign, publicity or advertisement material, hanging of cloths etc. on the external facade of the building or anywhere on the exterior of the building or common areas.
- The intending allottee(s) shall also not change colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. This clause is applicable only in cases where the constructed unit is allotted to the allottee(s).
- The allottee shall not use the premises for any activity other than the use specified for.
- In case there are joint intending allottees all communications shall be sent by the Firm to the intending allottee whose name appears first and at the address given by him/her for mailing and which shall for all purposes be considered as served on all the intending allottees and no separate communication shall be necessary to the other named intending allottees. The intending allottee(s) has/have agreed to this condition of the Firm.
- The intending allottee(s) agree(s) that the sale of the unit is subject to force majeure clause which interalia include delay on account of non availability of steel, cement or other building materials, or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Firm, civil commotion, or by reason of war, or enemy action or earthquake or any act of God, delay in certain decisions/clearances from statutory body, or if non delivery of possession is as a result of any notice, order, rules or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the Firm and in any of the aforesaid event the Firm 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 Firm 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 Firm, so warrant, the Firm may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the allottee(s) for the period of delay / suspension of scheme.

In consequence of the Firm abandoning the scheme, the Firm's liability shall be limited to the refund of the amount paid by the intending allottee(s) without any interest or compensation whatsoever.

I/we have fully read and understood the above mentioned terms and conditions and agree to abide by the scheme.

Date: \_\_\_\_\_  
Place: \_\_\_\_\_  
X  
Signature of the Intending Allottee(s)