

Logo of Firm

(Omega Developer and Builders)

RERA REGN NO. - _____ RERA WEBSITE: www.up-rera.in,

Khasra No. 174, Omega Club House, Village Uttaardhauna,

Opp Ram Swaroop Engg College, Faizabad Road, Chinhat, Lucknow

E-mail: _____, Website: www.omegadeveloper.com

X-----
- (Sole/First Applicant)

X-----
(Second Applicant)

X-----
- (Third Applicant)

APPLICATION FORM
(Windsor Greens Phase-1)

Dear Sir/Madam (s),

I/We request for allotment of Flat No. _____, Type: _____ in the Tower in _____ your above mentioned project known as "WINDSOR GREENS PHASE-1", being developed at Khasra no. 161,162, 163,164,165(Part), 167(Part), 169 and 171(Part) of village Uttardhauna, District Lucknow, Uttar Pradesh, India.

I /We further agree to sign and execute any necessary agreement, as and when desired by the Firm on the Firm's standard format.

I/We remit herewith a sum of Rs. _____(Rupees.....
.....only) by Bank draft/ cheque No. _____ dated
.....drawn on Bank payable at
..... as part of earnest money.

(All drafts and cheques to be made in favour of _____ payable at _____ or as mentioned in price list of the project. I/We agree to pay further installments of sale price as stipulated/called for by the Firm and the other charges as and when called for. My/ Our particulars as mentioned below may be recorded for reference and communication.)

Notwithstanding anything contained herein in this Application, I/ We understand that the Application will be considered as valid and proper only on realization of the amount tendered with this Application.

I/we agree to abide by the terms and conditions of this Application as enclosed herewith, including those relating to payment of Total Price and other deposits, charges, Taxes and Cesses, levies, etc. and forfeiture of Earnest Money and Non Refundable Amounts as laid down herein and/or in the Agreement.

X-----
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(Second Applicant)

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- (Third Applicant)

The particulars of the Applicant are given below for Firm's reference and record:

1. (i) SOLE OR FIRST APPLICANT

Please affix your
photograph here

Mr./Mrs./Ms. :

Son/Wife/Daughter of :

Nationality :

Age : Years

Profession :

Residential Status: : Resident/ Non-Resident/ Foreign National of Indian
Origin

Passport No. : _____

Income Tax Permanent Account No : _____

Mailing Address : _____

Mobile No. : _____

Telephone No. : _____ Email id: _____

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Telephone No. _____ :
Permanent Address _____ :

OR

**M/s. _____ a
partnership firm duly registered under the Indian Partnership Act 1932, having its registered office at
_____ through its duly
authorised partner Shri/Smt.

PAN No.: _____
Registration no. _____

OR

** _____ a Firm
registered under the Companies Act, 1956, having its corporate identification no. _____ and
having its registered office at _____
through its duly authorised signatory
Shri/Smt. _____ authorised vide Board
resolution dated _____ (copy of Board Resolution along with a certified copy of
memorandum & articles of association required). PAN No.: _____

*(**Delete whichever is not applicable)*

2. DETAILS OF SAID APARTMENT

Apartment No.: _____
Carpet area(As per Section 2(k) of RERA Act) : _____sq.mtr. (_____sq.ft.approx.)
Super Area : _____sq.mtr.(_____sq.ft.approx.)

X _____
- (Sole/First Applicant)

X _____
(Second Applicant)

X _____
- (Third Applicant)

3. DETAILS OF PRICING

Basic Sale Price of Said Apartment: Rs. _____/- (Rupees

only). PLC, as applicable Preferential Location Attribute(s) Charges _____ Other
Charges (if any) _____

Total Price payable for the Said Apartment: Rs. _____/-
(Rupees _____
only)

4. DECLARATION

I/ We does hereby declare that this Application is irrevocable and that the above
particulars/information given by the me/us is true and correct and nothing has been concealed there
from.

Date : _____

Place: _____

Yours faithfully

X-----
(Signature of Sole/First Applicant)

X-----
(Signature of Second Applicant)

X-----
(Signature of Third Applicant)

X-----
- (Sole/First Applicant)

X-----
(Second Applicant)

X-----
- (Third Applicant)

-----**FOR OFFICE USE ONLY**-----

RECEIVING OFFICER:

Name: _____

Signature: _____

Date : _____

1. **ACCEPTED** **REJECTED**

2. DETAILS OF SAID APARTMENT

Apartment No.: _____

Carpet area(As per Section 2(k) of RERAAct)_____sq mtr. (_____sq. ft. approx.)

Super Area : _____sq.mtr.(_____sq. ft. approx.)

3. DETAILS OF PRICING

Basic Sale Price of Said Apartment: Rs. _____/-
(Rupees _____ only).

Total Price payable for the Said Apartment: Rs. _____/-
(Rupees _____ only)

4. **PAYMENT PLAN:** Down Payment Plan ConstructionPayment Plan

5. **Payment received vide:** Cheque/DD/Pay Order No. _____dtd _____for
Rs. _____ out of NRE/NRO/FC/CUR/CA Acct _____

6. **Application receipt no.** _____ **dated** _____

7. **Appliation :** DIRECT THROUGH SALES ORGANISER (BROKER)

X-----
- (Sole/First Applicant)

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(Second Applicant)

X-----
- (Third Applicant)

8. **Broker's Name, Address & Stamp with signature:** _____

9. Check-list for Receiving Officer:

- (a) Booking amount.
- (b) Customer's signature on all pages of the application form at places marked as "X".
- (c) PAN No. & Copy of PAN Card;
- (d) For Companies: Certified copies of memorandum & articles of association and board resolution in support of the authorized signatory under seal of the Firm.
- (e) For Foreign Nationals of Indian Origin: Foreign inward remittance from the account of the Applicant(s) / NRE/ FCNR A/c of the Applicant / IPI-7/ Passport Photocopy.
- (f) For NRI: Copy of Passport / Foreign inward remittance from the account of the Applicant(s) / NRE / NRO A/c of the Applicant.
- (g) For Partnership Firm: Partnership deed and authorization to purchase.

10. **Remarks:** _____

Date : _____

Place : _____

HEAD SALES

Name:

Signature:

X-----
- (Sole/First Applicant)

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(Second Applicant)

X-----
- (Third Applicant)

TERMS & CONDITIONS FOR ALLOTMENT

The terms and conditions given below are merely indicative and are more comprehensively set out in the Agreement which upon execution shall supersede. The Applicant shall sign all the pages of this Application in token of the Applicant's acceptance of the same.

1. The intending allotte(s) has/have applied for allotment of an apartment with 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/he/ them.
2. The intending allottee(s) has/have fully satisfied himself/herself/themselves about the title of the firm in the said land on which the unit will be constructed and has/have understood obligations in respect thereof The intending allottee(s) has/have accepted the plans, designs, specifications which are tentative and are kept at the Firm's offices and agrees that Firm may effect such variations, additions, 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 and modification.
3. The Firm shall have the right to effect suitable and necessary alternations in the layout plan, if and when necessary, which involve all or any of the changes, namely change in the position of unit, change in its numbers, dimensions, height, size, area layout or change of entire scheme.
4. 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 Firm, who may, in its sole discretion, permit the same on such terms as it may deem fit and legally permissible.
5. The Applicant agrees that the Applicant shall not have any right in any building, shops, club and community centers, roads, parks if any, etc. constructed in the Said Complex. The Firm shall be free to dispose off the same on such terms and conditions, as it may deem fit and the Applicant shall not have any right to interfere in the manner of booking, allotment and finalization of sale of the shops, buildings, community centers, club, etc. or in the operation and management or any other mode including transfer to Government, semi Government, any other authority,

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(Second Applicant)

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body, any person, institutions, trust and/or any local bodies, which the Firm may deem fit in its sole discretion.

6. The intending allottee(s) agrees that he/she/we shall pay the price of the unit on the basis of the built up 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 draft/cheques drawn upon and payable at _____ only.
7. The Firm and the intending allottee(s) hereby agree that the amount paid with the application for booking and in installment as the case may be, the extent of 10% of the total 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 time allowed by the Firm.
8. The time of timely payment of installments 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 on the delayed payment and the Firm reserves its right to forfeit the earnest money in event of irregular/delayed payments/non fulfillment of terms of payment and the allotment may be cancelled at the discretion of the firm.
9. The intending allottee(s) to reimburse to the Firm and to pay on demand all taxes, levies or assessments, whether levied or leviable in future, on land and/or the building as the case may be, from the date of allotment.
10. The Firm shall endeavor to give the possession of the unit to the intending allottee(s) within committed period subject to force majeure circumstances and on receipt of all payments as per installment plan from the date of booking and on receipt of complete payment of the total sale price and other charges due and payable up to the date of possession according to the payment plan applicable to his/her/there. The Firm on completion of the construction shall issue final call notice to the intending allottee(s), who shall within 30 days thereof remit all dues and take possession of the unit in the event of his/her failure to take possession 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.

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(Second Applicant)

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- (Third Applicant)

11. The intending allottee(s) of the unit shall pay necessary charges including security deposit for maintaining 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.
12. 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/construction at the site and after receipt from his/her/them full price and other related charges. The cost of stamp duty and registration/mutation, documentation charges etc. as applicable will 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 the unit in favour of the intending allottee(s).
13. The intending allottee(s) shall get his/her/its complete address 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 address(es), failing which all demand notices and letters posted at the last recorded address will be deemed to have been received by him/her/them t 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.
14. 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.
15. In case of cancellation the firm/developer has full right to forfeit the earnest money.
16. 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.
17. The intending allottee(s) undertakes to abide by all the laws, rules and regulation or any law as may be made applicable to the said property.

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18. Any dispute or difference arising out of and/or concerning this transaction which may arise between the Firm and the allottee, 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 cannot 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.
19. 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/ Installment Plan) opted by him/her/them.
20. 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.
21. 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).
22. The allottee shall not use the premises for any activity other than the use specified for.
23. 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 allottee(s) has/have agreed to this condition of the Firm.
24. The intending allottee(s) that the sale of the unit is subject to force majeure clause which *interalia* include a case of war, flood, drought, cyclone, earthquake or any other natural calamity caused by nature nature affecting regular development of real estate project, 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.

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 (Second Applicant)

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 - (Third Applicant)

I/We have read and understood the above mentioned terms and conditions and agree to abide by the same. I/we have signed hereto fully conscious of all my liabilities and obligations imposed upon me/us.

Date :

Place :

X-----
(Signature of Sole/First Applicant)

X-----
(Signature of Second Applicant)

X-----
(Signature of Third Applicant)

X-----
- (Sole/First Applicant)

X-----
(Second Applicant)

X-----
- (Third Applicant)