



Koyal Enclave, Ghaziabad

APPLICATION FORM

GDA
APPROVED PROJECT

OXIRICH
NEW DELHI EXTENSION

To,
Oxirich Construction Private Limited
Delhi : 913-915 Arunachal Building, Barakhamba Road,
Connaught Place, New Delhi-110001

Sole / First Applicant

Co-Applicant

Dear Sir,

I/We, the undersigned, request for provisional allotment of Residential Apartment (hereinafter referred to as unit) in your Project Oxirich New Delhi Extension being developed in Koyal Enclave, Ghaziabad.

In the event of the Company agreeing to allot a Unit, I/we agree to make down payment / pay further installments to the sale price and the other charges / dues as stipulated in the Application and the Buyer Agreement and the payment plan which have been explained to me / us by the Company and have been read & understood by me / us.

I/We clearly understood that this application does not constitute an agreement to sell and I/we do not become entitled to the provisionally and / or final allotment notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered with this application. Its only after I/we sign and execute the requisite Buyers Agreement, as and when desired by the company on the Company's standard format. I/We in the meantime have signed and agreed to abide by the indicative terms and conditions of sale attached to this application form.

I/We remit herewith a sum of Rs. _____ Rupess _____
_____ vide Bank Draft/ Cheque No.
_____ Dated _____ Drawn on _____ towards

Registration Money / Earnest Money for the said unit (s).

I/We further agree to pay further installments of price and other charges as stipulated / called for by the company. (All Bank draft and cheques to be made in favour of "**Oxirich Construction Private Limited**" payable at New Delhi. Outstation cheques shall not be accepted.)

My/ our particulars as mentioned below may be recorded for reference and communication :-

1. Name of Applicant (Sole/First)

Name: Mr./Mrs. _____

S/W/D of Mr. _____

Mailing Address: _____

Telephone No. (1) _____ (2) _____ (3) _____
(Residence) (Office) (Mobile/other)

Occupation: Salaried Self Employed

Company Name & Address: _____

Fax No. _____ E-mail Address: _____

PAN No. _____ Ward / Circle _____ Date of Birth ____ / ____ / ____

Residential Status: Indian / NRI Foreign National of Indian Origin (DD) (MM) (YY)

2. Name of Second Applicant

Name: Mr./Mrs. _____

S/W/D of Mr. _____

Mailing Address: _____

Telephone No. (1) _____ (2) _____ (3) _____
(Residence) (Office) (Mobile/other)

Occupation: Salaried Self Employed

Company Name & Address: _____

Fax No. _____ E-mail Address: _____

PAN No. _____ Ward / Circle _____ Date of Birth ____ / ____ / ____

Residential Status: Indian / NRI Foreign National of Indian Origin (DD) (MM) (YY)

3. Payment Plan opted for : Plan A Plan B
Plan C

4. Category of Unit to be purchased :

2BHK 984 Sqft. 2BHK 1080 Sqft.

3BHK 1326 Sqft. 3BHK 1450 Sqft.

Details Of Unit To Be Purchased

Summary of Consideration

1. Flat No. : _____ Floor _____ Block _____

2. Basic Rate per sq. ft. _____

3. Basic Sale Price Rs. _____

4. Allotted Car Bays

(i) Car Parking (Mechanized) _____

(ii) Car Parking (Stilt/Podium) _____

5. Value Added Services

(i) Power Backup _____

(ii) Club Membership _____

(iii) Interest Free Maintenance Security (IFMS) _____

(iv) GAC (EDC + IDC + FFC + EEC) _____

6. Preferential Location Charges :

Corner Park/Pool

7. Preferential Floor Charges (PFC) _____

8. Total Sale Consideration : _____

9. Service Tax :

Booked Through: Direct Broker

10. Any Special Comments _____

Broker's Name & Stamp _____

DECLARATION

I/We, the above Applicants) do hereby declare that the above particulars / information given by me / us are true and correct to the best of my / our knowledge and no material fact has been concealed there from.

Date: _____

Place: _____

Yours Faithfully,

1. _____

2. _____

Applicant (s) Signature (s)

TERMS & CONDITIONS FOR REGISTRATION / BOOKING / ALLOTMENT IN OXIRICH NEW DELHI EXTENSION SITUATED AT KOYAL ENCLAVE, GHAZIABAD.

- Title:** That the Applicant(s) has fully satisfied himself about the interest and title of the company in the land compressed in the Group Housing Complex **Oxirich New Delhi Extension situated at Koyal Enclave, Ghaziabad.**
- Allotment :** i) The allotment shall be on first come first served basis. ii) The Applicant(s) shall be required to fill up the Application form and pay the earnest money at the time of booking. The final allotment shall be entirely at the discretion of the Company which has the right to reject any application without any reason whatsoever. iii) Upon acceptance of the application, the Applicant(s) intending Allottee(s) shall be required to sign the 'Buyers Agreement' in the Company's prescribed format, within 15 days from the date of issue of letter of acceptance, failing which the 'Company' shall have every right to cancel the allotment and forfeit the Earnest money and allot/sell the said unit to anyone else or to use in for any purpose it may deem appropriate. iv) If for any reason 'Company' is not in a position to allot the unit applied for, the company shall be responsible to consider for an alternate Apartment and in case of failure to do so refund the amount deposited without any interest and the Company shall not be liable for payment of any compensation on this account whatsoever. v) In case of NRI Allottee(s) or foreign national of Indian Origin Allottee(s). the provision of F.E.M.A. / R.B.I guidelines and any other law, as many be prevailing shall be applicable.
- Lay out Plans and areas :** That it is made clear to the Applicant(s) the meaning of super area and its use for the calculation of sale price and other charges in respect of the unit Company has right to effect suitable and necessary alterations in the layout plans, as and when required, which may involve all or any of the changes, such as change in the position of the flat/unit, increase/decrease in size of the original area which includes super area, car parking area etc., change in floor-plan layout, change in direction of the Apartment, change in its number. If there is any increase/decrease in the area, revised price will be applicable in the original rate at which the Applicant / Intending Allottee(s) booked the flat(s)/unit(s). The Applicant(s) shall have ownership of undivided proportionate share of the Floor Space Index (FSI) beneath the said building only.
- Earnest Money :** The applicant(s) agrees that out of the amount(s) paid/payable towards the sale price, the Company shall treat 15% of the sale price as earnest money to ensure fulfillment, by the applicant(s) of the terms and conditions as contained in this application and apartment buyers Agreement. The applicant(s) hereby authorized the Company to forfeit this earnest money alongwith interest paid, due or payable alongwith other amount refundable nature. In case, of non fulfillment of the terms and conditions herein contained and the apartment buyer agreement also in the event of failure by the applicant(s) to sign and return to the Company the Apartment buyer Agreement within 15 (Fifteen) days from the dispatch by the Company.
- External Development Charges(EDC) / Infrastructure Development Charges(IDC)/ City Development Charges (CDC) :** The External Development Charges(EDC), Infrastructure Development Charges(IDC) & City Development Charges (CDC) are not included in the basic sale price of the unit and shall be paid as per the prevalent rates. In case any upward revision thereof by the Govt. Authorities in the future the same shall be payable by the Applicant(s) / Intending Allottee(s) without any delay or demur as and when demanded by the Company. Besides, City Development Charges (CDC) will be paid by the applicant as per actuals as & when computed and demanded by the developer.
- Preferential Location Charges (PLC) :** The Applicant(s) agrees that the Preferential Location Charges (PLC) for preferential location as described by the company shall be payable additionally in the manner and within the time as stated in the payment plan. However, the applicant confirms that if due to any change in the layout / building plan, the said Apartment ceases to be in a preferential location, the company shall be liable to refund only the amount of PLC paid by the Applicant and such be adjusted in the last installment as stated in the payment plan. The applicant further agrees that in the event, due to any change in the layout / building plan if the Apartment becomes preferentially located, then the applicant shall be liable to pay additional Preferential Location Charges as stated in the payment plan.
- Car Parking :** The Applicant(s) / Intending Allottee(s) shall separately pay for reserved / dedicated car parking space allotted to him/her/them, for his/her/their exclusive use. It is made absolutely clear that reserved/dedicated car parking space allotted to the Allottee(s) shall not form part of the common area in said building/complex. Since the reserved/dedicated car parking space in the integral amenity of the said Apartment, Applicant(s)/Intending Allottee(s) undertake not to sell/transfer/sell deal with the same independent of the said flat/space.
- Taxes, Levies and Conveyance:** i) All taxes, whether levied or to be levied in future on the land and /or on the said unit shall henceforth be borne by the Applicant(s) / Intending Allottee(s). ii) That upon receipt of full sale price and for other dues and charges, the company shall execute and register Sale Deed/Transfer deed and or other documents/instruments, within the reasonable time, so as to transfer the title of the said unit in favour of the Applicants. The Applicant shall pay, as and when demanded by the Company, the Stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of the aforesaid instruments in respect of the said unit.
- Maintenance Agreement:** The Applicants/Intending Allottee(s) upon completion of the said building agrees to enter into a maintenance agreement with the Company or any other maintenance agency or other body as appointed by the Company from time to time for maintenance and upkeep of the common services and common areas apart from the internal area of the unit of the said Group Housing Complex and the intending Allottee(s) undertake to pay the maintenance bills for maintaining the various services and facilities at the rate determined by the company or its nominated maintenance agency. The Applicant(s) / Intending Allottee(s) agrees to deposit and to always keep deposited with the Company a Interest free Maintenance Deposit as described in the price list.
- Substitution of name :** That the company in its sole discretion may permit substitution of the name of the nominee(s) in place of the Applicant(s)/Intending Allottee(s) on such terms and conditions and on receipt of such administrative charges as it may deem fit.
- Time is of Essence :** That timely payment of installments/balance sale consideration /security deposits/charges shall be of essence in respect of this application. This application does not constitute an Agreement to Sell. It shall be incumbent on the Applicant/Intending Allottee(s) to comply with the terms of payment and other terms and conditions of allotment/sale, as contained in this Application Form. In case the installments are delayed, the Applicant/Intending Allottee(s) shall pay interest on delayed payments @ 24% per annum compounded quarterly at the time of every succeeding installment which shall be calculated from the due date of outstanding payment / amount without prejudice to the company's right to cancel the allotment. Even then, if the Applicant(s) / Intending Allottee(s) fail to pay the installment along with interest within 60 days, from the due date, the Company shall forfeit the amount of earnest money/registration money deposited by him/her/them and the allotment shall stand cancelled and he/she/they shall have no lien/charge/interest/right on the said Apartment. The sums, if any, paid over and above the earnest money shall be refunded without any interest by the company after adjustment of interest on delayed payments, if any, due from the Applicant(s) / Intending Allottee(s). That in case the Applicant/Intending Allottee(s) adopt down payment plan to avail the down payment discount, the Applicant(s) / Intending Allottee(s) shall be eligible for down payment discount only if he/they pays the entire due amount as stated in the payment plan within the stipulated time limit 45 days from the date of registration. If the Applicant(s) fails to pay the due amount within the said stipulated time limit, then it becomes sole discretion of the Company either to waive off the down payment discount or condone the delay charging interest @24% per annum for the delayed period.
- Completion of construction / Delivery of possession :** i) That the possession of the said unit is proposed to be delivered by the company to the Allottee(s) within 36 months (three years) from the date of signing of buyer agreement subject to timely payment by the Applicant(s) of sale price, stamp duty demanded by the Company and subject to vies-majerur clause, ii) In the event, of him/her/them failure to take over the possession of the unit allotted within thirty (30) days from the date of intimation offering possession in writing by the Company, the Applicant(s) shall be liable to pay to the Company compensation as holding charges @ Rs.5/- per sq. ft. of the super area per month for the entire period of such delay until the date when the physical possession is taken over the by Applicant(s) / Intending Allottee(s). iii) If the company fails to complete the construction of the said unit within the stipulated period as aforesaid then the Company shall pay the Applicant compensation @ Rs.5/- per sq. ft. of the super area per month for the period of such delay, subject to force majeure circumstances and /or for reasons beyond the control of the company.

13. **Applicant's / Intending Allottee(s) Covenants :** i) That the Applicant(s) / Intending Allottee(s) have fully read and understood these indicative terms and conditions and undertake to abide by the same, ii) That the Applicant(s) / Intending Allottee(s) shall comply with the legal requirements for the purchase of immovable property, as may be applicable, after execution of the Apartment Buyer Agreement and sign all applications & forms for the said purpose, iii) The Applicant(s) / Intending Allottee(s) agrees to sign and execute, as and when desired by the Company, the standard Buyers Agreement, the standard Tripartite Maintenance Agreement and other documents/papers alongwith all their Annexures, and agrees to abide by the terms and conditions as laid down therein, iv) The Applicant(s) / Intending Allottee(s) has/have applied for registration /allotment of an unit in the proposed Group Housing Complex Oxirich New Delhi Extension, being developed in Koyal Enclave, Ghaziabad. with full knowledge and subject to all laws, notifications and rules applicable to the area and the proposed complex, which have been fully explained by the Company and understood by him/her/them, v) The Applicant(s) / Intending Allottee(s) has/have fully satisfied himself/herself/themselves about the right, title and interest of the Company in the land on which the proposed Group Housing Complex Oxirich New Delhi Extension situated at Koyal Enclave, Ghaziabad is to be developed / Constructed and have understood all limitations and obligations in respect of it and there will be no further investigation or objection from the Applicant(s) / Intending Allottee(s). vi) That the Applicant(s) / intending Allottee(s) acknowledge that the Company has readily provided all information / clarifications as required by him/her/them and he/she/they have not relied upon and not influenced by any architect's plans/sale plans, sale brochures, advertisement, representations, warranties, statements, or estimates of any nature whatsoever whether written or oral, estimated facilities/amenities to be made available or any other date except as specifically represented in this application and the Applicant(s) / Intending Allottee(s) has/have relied solely on his/her/their own judgement in deciding to make the Application for purchase of the said Apartment.

14. **Loan Facility:** i) In case of Applicant(s) / Intending Allottee(s) wish to avail loan facility for the purchase of Apartment for, the 'Company' shall extend all possible help without getting involved in any financial commitment. The terms of such loan(s) shall be binding and applicable exclusively upon the Allottee(s) only. ii) In case the Allottee(s) opts to pay the agreed price through loan and subsequently the loan is not granted or delayed for any reason whatsoever, the payment of the 'Company', as per schedule, shall be ensured by the Allottee(s), failing which he/she/they shall be governed by the provisions contained in clause No. 12 supra.

15. **Other Miscellaneous Terms and Conditions: i) Joint Applications:** The Applicant(s) / Intending Allottee(s) declare and affirm that in case of joint allotment failure to pay by anyone shall be deemed as failure to pay by both/all and the joint intending Allottee(s) shall be treated as one single person for the purpose of this application and both/all shall be liable for the consequence jointly as well as severally. ii) **Correspondence:** The Applicant(s) / Intending Allottee(s) shall get his/her/their complete address registered with the Company at the time of booking of the Apartment and it shall be his/her/ their responsibility to inform the company by Registered Post/AD About all or any subsequent changes, if any, failing which all communications/notices etc. sent at the first address as stated by the Applicant(s) / Intending Allottee(s) in the Application shall be deemed to have been received by him/her/them. This is without prejudice to the stipulated that the Applicant(s) / Intending Allottee(s) shall have to strictly comply with the schedule of payment mentioned in the Application and the Applicant(s)/intending Allottee(s) shall be fully solely responsible for any default in payment and the consequence that might arise there from. The Applicant(s) / Intending Allottee(s) undertake to abide by all the laws, rules and regulations relating to U.P. Apartment Ownership Act or any other laws as may be applicable to the said Apartment/Building/Complex. iii) **Rights of Owner / Company:** That the Company shall continue to have, as before, the right to made additions, raise storeys or put up additional structures as also to connect the electric, water, sanitary and drainage fittings on the additional structures/storeys with the existing electric, water, sanitary and drainage sources at its own cost as may be permitted by the Competent Authority. Such additional structure and storeys shall be the sole property of the Owner. The applicant hereby gives consent to the same and agrees that he shall not be entitled to raise any objection or claim at any time in respect thereof. iv) That the specifications of the unit are subject to change as necessitated during construction. In such an event material of equally good quality shall be used. v) That the Company shall provide Fire Safety measures as per existing Fire/Safety code regulations. If, due to any subsequent legislation, Government order or directive or guidelines, or if deemed necessary by the Company, any further fire safety measures are required to be provided, the intending Allottee(s) shall pay for the same, on pro-rata bases.

16. **Cancellation of Booking:** In case the Applicant(s) / Intending Allottee(s) at any time desire for cancellation of the intending allotment, it may be agreed but in such case entire amount of earnest money shall be forfeited balance amount if any shall be refunded without any interest thereon. The Applicant(s) / Intending Allottee(s) shall be left with no right, no title, of whatsoever nature on the said allotment. However in exceptional cases company may its sole discretion to refund the booking amount after deduct the amount of marketing & administration charges?

17. **Force Majeure :** Development & construction of residential Group Housing Complex Oxirich New Delhi Extension situated at Koyal Enclave, Ghaziabad subject to force majeure clause, which includes delay in completion of the project for any reason beyond the control of the Company e.g., non-availability of any building materials, war or enemy action or natural calamities or any act of God etc. In case of delay in delivery of possession as a result of any notice, order rule, notification of the Govt./ Public or other Competent Authority or any reason whatsoever beyond the control of the Company and any of the aforesaid events, the Company shall be entitled to a reasonable extension of time.

18. **Arbitration/Jurisdiction:** All or any dispute out of or touching upon or in relation to the terms of this application or Apartment Buyer Agreement, including the interpretation and validity thereof and the respective rights obligations of the Parties shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments, modifications thereof for the time being in force. The arbitration proceedings shall be held in New Delhi by a sole Arbitrator who shall be the Company Secretary. The Applicant(s) hereby confirm that he/them shall have no objection to this appointment. The courts at Indirapuram. shall alone have the jurisdiction in all matters arising out of touching and/or concerning this transaction.

DECLARATION

I/We have fully read and understood the above-mentioned terms and conditions, documents referred to therein and agree to abide by them. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in the Apartment Buyers Agreement which shall supersede the terms and conditions set out in this application.

Sole / First Applicants')

(Second Applicant's)

Date : ____/____/____

Place: _____

THANK YOU FOR BEING A PROUD MEMBER OF OXIRICH FAMILY

FOR OFFICE USE ONLY

Receiving Officer Name _____

Signature _____

Date _____

1. Type of Unit _____ Unit No. _____ Floor _____

2. Parking _____

3. Total price payable for the Unit Rs. _____

4. Payment Plan _____

5. Payment received Vide Cheque/DD/Pay Order No./RTGS UTR No. _____ Dated _____

Drawn on _____ for Rs. _____

(Rupees _____)

6. Provisional Booking Receipt No _____ Dated _____

7. Booking : Direct { } Through Sales Organizer { }

8. Sale Organizer's Name & Address Stamp with Signature _____

9. Any other Remarks _____

10. Check List for Receiving Officer :

- Booking amount cheques/drafts
- Customer's signature on all pages of the application form
- Photographs of the applicant(s)
- PAN No. & copy of PAN Card/ Undertaking Form No.60
- For Companies : Memorandum & Articles of Association and Certified copy of Board Resolution
- For partnership firms : photocopy of Firm Registration and partnership deed
- For Foreign Nationals of Indian origin. Passport Photocopy/funds from NRE/FCNR A/c
- For NRI: Copy of Passport & Payment through NRE/NROA/v
- For Hindu Undivided Family (HUF): Authority letter from all co-parcener's HUF authorizing the Karta to act on behalf of HUF

Sales Organizer

Received by

Checked by

Project Head(Sales)

Authorised Signatory

Signature

Signature

Signature

Signature

Signature



OXIRICH GROUP
BUILDING VALUES

Oxirich Construction Private Limited

Corporate Office Delhi : 913-915 Arunachal Building, Barakhamba Road,
Connaught Place, New Delhi-110001 **Contact Nos.:** 011- 41563142/242,
Website : www.oxirich.com, **E-mail :** info@oxirich.com CIN:U70102DL2006PTC148042

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NAREDCO

National Real Estate Development Council
Under the Aegis of Ministry of Housing & Urban Poverty Alleviation
Government of India