



MAGNUM
OasisGreen
2, 3 & 4 BHK Luxurious Apartments

EXPERIENCE THE

zing of life

APPLICATION FORM

www.magnumgroup.co

RMS BUILDERS PVT. LTD.
C-5B/7A, Janak Puri, New Delhi - 110058
Tel. : +91 11 2553 6611, 2555 4051

Application No. : _____
Date : _____

Subject : Application for provisional Allotment of Residential Flat / Unit in MAGNUM OASIS GREEN, at Plot No.GH, Sec.C-5, Tronica City, UPSIDC, Ghaziabad, U.P.

Dear Sir,

I/We request that I/We may be provisionally allot a residential flat / unit in your proposed MAGNUM OASIS GREEN, 2, 3 & 4 BHK APARTMENTS at Tronica City, Ghaziabad under your Payment Schedule(s) in the event RMS BUILDERS PVT. LTD. agreeing to provisionally allot residential flat/unit. I/We agree to sign & execute, as and when desired by the company's standard format contents where of have been read and understood by me/us and I/We shall bound by them.

I/We agree to abide by the terms and conditions of this application including those relating to payment of price and other charges as laid down herein and the execution of the Flat buyer agreement within the period stipulated therein.

I/We remit herewith a sum of Rs. _____ (Rupees _____ only) drawn in favour of RMS Builders Pvt. Ltd., Magnum Oasis Green payable at New Delhi as advance for provisional registration subject to following terms & conditions. My/our particulars are given below, which may be treated for all references, communication & records.

PERSONAL DETAILS OF FIRST APPLICANT

Name : _____

S/D/W of : _____

Residence Address : _____

Age : _____ Nationality : _____

Landline. No. : _____ Mobile No. : _____

Correspondence Address (if required) : _____

PAN No. : _____ Email ID : _____

Occupation : Govt. Servant Pvt. Sector Professional Others

PERSONAL DETAILS OF SECOND APPLICANT

Name : _____

S/D/W of : _____

Residence Address : _____

Age : _____ Nationality : _____

Landline. No. : _____ Mobile No. : _____

Correspondence Address (if required) : _____

PAN No. : _____ Email ID : _____

Occupation : Govt. Servant Pvt. Sector Professional Others

DETAILS OF UNITS / FLATS FOR REGISTRATION

Unit No. : _____ Tower / Flat No. : _____ Type : _____

Super Area (Approx) : _____ (sq.ft.)

DETAILS OF PRICING

Basic Rate : _____ (Per sq. ft.) Basic Cost : _____ (Rs.)

Floor PLC : _____ (Per sq. ft.) PLC Cost : _____ (Rs.)

Park / Pool Facing : _____ (Per sq. ft.) Cost : _____ (Rs.)

Corner PLC : _____ (Per sq. ft.) Cost : _____ (Rs.)

Green Belt Facing : _____ (Per sq. ft.) Cost : _____ (Rs.)

EDC/IDC : _____ (Per sq. ft.) EDC/IDC : _____ (Rs.)

EEC : _____ (Per sq. ft.) Cost : _____ (Rs.)

FFC : _____ (Per sq. ft.) Cost : _____ (Rs.)

OTHER CHARGES

Lease Money : _____ (Per sq. ft.) Cost : _____ (Rs.)

IFMS : _____ (Per sq. ft.) Cost : _____ (Rs.)

Club Membership : _____ (Rs.) Car Parking : _____ (Rs.)

Other (if any) : _____ (Rs.)

TOTAL COST OF THE FLAT/ UNIT RS. _____

PAYMENT PLAN : DOWN PAYMENT PLAN CONSTRUCTION LINKED PLAN

ASSURED PAYMENT PLAN 50% DOWN PAYMENT PLAN

S. NO.	CHEQUE NO.	CHEQUES DATE	DRAW BANK	AMOUNT
TOTAL (Rs.)				(Rupees _____ only)

Received By _____ Approved By _____

I / We undersigned request that aforesaid unit may be allotted to Me / Us as per Company's term and conditions which i / we have read and understood and shall abide by the same stipulated by the company.

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

Booked Through (Direct / Broker) _____

(Signature of the Sole / First Applicant)

Place : _____

Date : _____

(Signature of the Second Applicant)

TERMS AND CONDITIONS

The Terms and Conditions given below are of indicative nature with a view to acquaint the applicant [hereinafter referred to as the "Intending Allottee(s)"] with the terms and conditions as may be comprehensively set out in the Flat buyer Agreement which upon execution shall supersede the terms and conditions as set out in this application.

1. "Intending Allottee(s)" has clearly understood that this Application does not constitute an Agreement to sell and "Intending Allottee(s)" do not become entitled to the provisional and / or final allotment of residential flat(s) notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this Application. It is only after Intending allottee sign and executes the Flat Buyer Agreement on the Company's standard format agreeing to abide by the terms and condition laid down therein that the allotment shall become final and binding upon the Company.
2. That if, however, "Intending Allottee(s)" fail to execute and return the Flat Buyer's Agreement within thirty (30) days from the date of issue of this provisional allotment by the company then the company may as its sole discretion treat intending allottee applicable as cancelled and the earnest money paid by him/her shall stand forfeited.
3. The Intending Allottee(s) agrees that it/he/she has applied for provisional allotment of residential flat/unit with full knowledge of all the law/notifications and rules applicable to the area in general and "MAGNUM OASIS GREEN" at "Tronica City" in particular which have been explained by the company and understood by him/ her.
4. The Intending Allottee(s) has satisfied itself /himself/ herself about the interest and titled of company in the land of on which the said complex is being constructed and has understood all limitations and obligation in respect thereof. The Intending Allottee(s) agree that there will not be any further investigation or objections by him / her in respect.
5. The performance by the company of its obligation under these present are contingent upon approvals to be guaranteed by various statutory authorities/ local bodies/ department (herein referred to us "Authorities") from time to time & subject to all applicable laws/ notifications/ conditions as imposed by authorities.
6. The Allotment of the said unit shall be provisional and shall only be confirmed upon the execution of the proposed flat buyers agreement. The Allotment of the unit is entirely at the discretion of the company.
7. The Intending Allottee(s) agrees that it/he/she shall pay the price of the residential flat(s) and other charges calculated on the basic of super area which is understood to include pro rate interest of the common areas in the complex only. It is further understood and agreed by the Intending Allottee(s) that the calculation of super area given in this application is tentative and subject to change upon approval of final building plan(s).the company has calculated the super area which comprises of flat(s)/ the proportionate undivided share in the common areas facilities the area definition of super area shall be more clearly defined in flat buyers agreement.
8. The electricity/water supply shall be obtained from the electricity/ water authority/body and the cost of sub-station/power house/ transformer /meter shall be charged extra on pro -rata basis from the intending allottee, the quantum of which shall be decided by the company at its sole discretion and notified to the concerned intending allottee.
9. The Intending Allottee(s) has seen and accepted the proposed building plans, and designs shown to him which are tentative and agree that the company may make such variations, additions, deletions, alterations and modifications etc, there in as many may be directed by any competent authorities/ Architect or otherwise and the applicant hereby gives his consent to such variations, additions, deletions, alteration, and modifications etc. The Intending Allottee(s) agrees that no claim, monetary or otherwise will be raised in case of any change. It is clarified that the initial rate of booking of the unit will be applicable on the changed area in case of refund on demand. It is also clarified that the area location earmark at the time of registration is provisional and can be changed as per the approval of competent authority.
10. All payment by the Intending Allottee shall be made to the company only through Demand Draft / A/c payee cheque drawn in favour of RMS BUILDERS PVT. LTD. Magnum Oasis Green, Payable at Delhi / New Delhi only. Cash transactions will not be accepted at any cost. Not with standing what is stated herein, the Intending Allottee(s) hereby specifically agrees and acknowledge that the timely payment of instalments as also the other charges including registration charges, maintenance charges etc, is the essence of the terms of the allotment. Interest @18% shall be payable by the Intending Allottee(s) in case of failure to pay the instalments and other dues by due date. However if payment is not received within 45 days from in event of breach of any terms and conditions of this allotment by the Intending Allottee(s), the allotment will be cancelled at the discretion of the company and the earnest money (10% of the total cost of Unit) paid to the company by the Intending Allottee(s) shall stand forfeited against liquidity damages. The balance amount shall do refunded to the Intending Allottee(s) and after deducting administrative charges interest on delay payment and commissions paid during period without any interest after the said unit allotted to some other Intending allottee.
11. The Intending Allottee(s) upon completion of the said Residential flat agrees to enter into maintenance which shall contain the full scope of maintenance of the complex with the association/ body/ agency or any other nominee (hereing after referred to "The Maintenance Agency") as may be appointed or nominated by the company from time for the maintenance of the residential flat. The detail of maintenance will be given in the flat buyer Agreement.
12. The Intending Allottee(s) may, at is own cost, expenses and risk arrange any loan/ fund from any bankers or financial Institution to finance the purchase of the said unit. In case the loan is not granted or cancelled or withdrawn by the banker/ financial institutions on any ground whatsoever, the applicant shall not be entitled to any leverage or Confessional treatment from the company.
13. The Intending Allottee(s) agrees that in case the applicant intends to transfer the said unit, at any point of time whether before or after the completion of the complex, in favour of any Entity nominated by the applicant (Transferee), the applicant would apply to the company in the prescribed format of the company and the company will at its sole discretion, transfer the said unit in favour of the transferee. Such transfer shall be affected by the company only after receipt of the administrative charges, as prescribed by the company from time to time, from the applicant at the time of the transfer.
14. All the statutory charges and other levis, rates, tax, charges, cess, freehold charges etc. Demand or imposed by the authorities shall be payable proportionately by Intending Allottee(s).
15. Any notice, letter or communication to be made, served or communicated unto the company shall be deemed to be duly made, served or communicated only if the notice or letter or communicated only if the notice or letter or communication is addressed to the company at the address similarly above or changed addresses as may be intimated by the company in this behalf an sent by registered post.
16. Intending Allottee(s), having NRI status of being national shall be solely responsible to comply with the necessary formalities as let down in foreign exchange management Act, 1999 and/ or any other statutory provisions governing this transaction which may inter-alia involve remittance of payment /consideration and is ever refused or subsequently found lacking by any statutory authority the amount paid toward booking will be returned by the company as per the rules without interest and allotment cancelled forthwith. The company will not be liable in any manner on such account.
17. Intending allottee(s) shall, before taking possession of the unit, must clear all the dues towards the unit and have the conveyance deed/grant of lease deed for the said unit executed in his favour after paying registration fee/ charges stamp duty and other charges/expenses.
18. To settle any confusion regarding any matter herein or anything being not covered/clarified herein, it is agreed by the applicant(s) that reference shall be made to the detailed terms of the Allotment Letter, terms whereof has been seen, read and understood/ accepted by the applicant(s).
19. All or any disputes arising out or touching upon or in relation to the this application and/or commercial space buyers agreement including the interpretation & validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/ modification held at any appropriate location in Delhi by a sole arbitrator who shall be appointed by the intending seller and whose decision shall be final & binding upon the parties. The intending allottee(s) hereby confirms that he/she /it shall have no objection to this appointment even if the person so appointed, as a arbitrator is an employee or advocate of the intending seller or is otherwise connected to the intending allottee(s) confirms that not withstanding such relationship/connection and High Court at New Delhi/Delhi alone shall have the jurisdiction. Prices are subject to change without notice before registration at the sole discretion of the company and the process prevailing at the time of registration shall be applicable.

He / She have fully read and understood the above mentioned terms and conditions agree to abide by the same. 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 flat buyers agreement which shall supersede the terms and conditions set out in this application.

Place : _____

Date : _____

(Signature of the Sole / First Applicant)

(Signature of the Second Applicant)