

Booking/KYC form for Swayam Mehsana

A Rajkumar Rai Initiative



Date

Name of the applicant: _____
(Exactly as per PAN Card)

Date of Birth: _____ Age: _____

Name of Nominee: _____

Date of Birth: _____ Relation with applicant: _____ Age: _____

Residence address of the applicant: _____
(with address proof)

City: _____ Pin Code: _____ State: _____

Profession: _____ PAN (with self attested copy): _____

Office Address: _____

City: _____ Pin Code: _____ State: _____

Phone (R) : _____ Phone (O): _____

Phone (M): _____ E mail: _____

Educator Code: _____ Educator Name: _____

Plot No: _____ Nett Plot Area: _____

Total Consideration (Rs): _____

Payment Type:

Downpayment Dp6 / Loan

Booking Amount (Rs): _____

Cheque payments should be made in favor of "Uni-Pac Developers Private Limited". NRI payments would be accepted through their NRE Accounts only.

Bank Details:

(in case of cheque payments)

Bank Name: _____ Branch: _____ City: _____

Account No: _____



Terms & Conditions:

The Allottee will be provisional allotted a plot on the following broad terms and conditions, and these terms and conditions may be comprehensively set out in the Agreement. The following terms and conditions shall always remain binding on the Allottee (s).

01. The Allottee agrees that he has applied for provisional allotment of the plot with full knowledge and understanding of all laws/notifications applicable to the plot in general and has also satisfied himself about the rights and title of the company in the land including all sanctions/approvals granted/or to be granted to the company, which have been explained by developer and understood by him/her. The allottee confirms that no further investigation in this regard is required by the allottee.
02. The Allottee shall be liable to pay the total price of the plot and other charges as per the payment plan issued to him. The Allottee shall be entitled to own, occupy and use the plot in accordance with the local laws. He / She shall not do nor cause to be done any act which may cause obstruction for use of the plot/ property by their neighbors or other residents of the project.
03. The Allottee has seen and accepted the plans and has applied for the provisional allotment of the plot with a specific knowledge that the plans, designs, measurements, dimensions, locations and number of the plot and all other terms and conditions are liable to change, alteration, modification, revision, addition, deletion, substitution or recast at the sole discretion of the developer and may also change due to changes/modifications by the competent authorities.
04. It shall be an essential condition of allotment that the plot shall not be used for any other purposes other than residential.
05. The booking amount for the purpose of this application and agreement shall always be Rs. _____ of the total of the basic sale price that may be applicable from time to time. The booking amount shall be liable to be forfeited in the event of cancellation of the booking / default in making payment by the allottee in the manner as stipulated as per clause below.
06. The Allottee may request cancellation of the plot booked by him which will be subject to the absolute discretion of the developer. If such cancellation is accepted by , developer shall be entitled to forfeit 30% of the amount of the total deposited amount. Developer shall be liable to refund the balance amount, if any without interest only on re-sale of the said plot to the new buyer.
07. The payment on or before due date of sale price and other amounts payable by the Allottee as per the payment plan opted by the Allottee or as demanded by us from time to time is the essence of this allotment, If any installment as per the schedule is not paid by the due date, we shall charge interest at the rate of 15% per annum on the delayed payment for the period of delay. However, if the same remains in arrears for more than three installment, the allotment will automatically stand cancelled without any prior intimation to the Allottee, and the Allottee shall be left with no rights in the plot. In such a case, 30% amount of the total deposited amount will stand forfeited and the balance amount paid, if any, will be refunded without any interest only on re-sale of the said plot to the new buyer.
08. The Allottee agrees that, if as a result of any legislation, order or rule or regulation made or issued by the government or any other authority or if any matters. Issues relating to any approvals, permissions, notice, notifications by the Competent Authority become subject matter of any litigation or due to any force majeure conditions, developer, after allotment, are unable to deliver the plot to the Allottee, the Allottee agrees that developer shall be liable only to refund the amount received from Him/ Her without any interest and no compensation shall be payable.
09. The Allottee shall be liable to accept a development agreement with developer or any other nominee/agency or other body as may be appointed by developer from time to time for maintenance of the township. The Allottee agrees to pay such amount as interest free maintenance security, which may be determined by us before handing over possession of the plot.
10. The Allottee shall inform developer in writing of any change in the mailing address mentioned in this application failing which all demands, notice etc, by us shall be mailed to the address given in this application and deemed to have been received by the Allottee. In case of Joint Allottee (s), all communication shall be sent to the first named Allottee in this application. In case there are joint applicants, all communications shall be sent by developer to the First Allottee only at the mailing address given by the First Allottee, which shall be deemed as served to all applicants and no separate communications shall be sent to the joint applicants. The address given in the application form shall be final unless any change is intimated under Registered AD letter. All demand notices, letters etc., posted at the given address shall be deemed to have been received by the Allottee and the Allottee shall be responsible for any default in payment and other consequences that might occur due to non-receipt.
11. The Allottee hereby agrees to pay additionally as preferential Location charges as described in this application and in a manner and within the time as stated in the payment plan. However, the Allottee has specifically agreed that if due to any change in the layout plan, the plot ceases to be in a preferential location, developer shall be liable to refund only the amount of preferential location charges paid by the Allottee, and such refund shall be adjusted in the last installment as stated in the payment plan. If due to any change in the layout plan, the plot becomes preferentially located, then the Allottee shall be liable and agrees to pay as demanded by developer additional preferential location charge as stated in the payment plan.
12. The Allottee will be provided electricity backup for common areas and emergency lighting in plots. The one time electricity charge will include backup facilities, and meter panel on the ground level of each tower. The Allottee will however pay extra for connection and security deposit to the state electricity board, as per actual and consumption cost.
13. The Allottee agrees and undertakes that it shall be liable to pay all government taxes, municipal rates, property tax, service tax, Vat, other charges if any, wealth tax, fee or levies of all kinds, whether levied or leviable, now or in future by the government on the said plot.
14. The Allottee shall also be liable to pay the cost of stamp duty, registration fee and legal charges, service tax, which may be applicable then, at the time of taking possession of the plot and at the time of execution and registration of sale deed.
15. In case, any issue emerges which is not defined here, the developer shall have discretion to frame necessary guidelines/ clarify the same as a policy common to all allottees and the same shall be binding on the Allottee.
16. In case of NRI buyers, the Allottee agrees that in respect of all remittances, acquisition/transfer of the plot, any refund, transfer of security etc. Shall be made in accordance with the provision of Foreign Exchange Management Act, 1999 (FEMA) or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and it shall be the sole responsibility of non-resident/foreign national of Indian Origin/ foreign nationals/ foreign companies to abide by the same. The Developer accepts no responsibility in this regard.
17. The Developer is not require sending reminders/ notices to the Allottee in respect of the obligations on the applicant as set out in this application and / or the Agreement and the Allottee is required to comply with all its obligations on its own.
18. The Allottee agrees that the Developer shall have the right to transfer ownership of the said complex in whole or in parts to any other entity such as any partnership firm, body corporate (s) whether incorporated or not, associations or agency by way of sale / disposal/ or any other arrangement as may be decided by the Developer without any intimation, written or otherwise to the Allottee and the Allottee shall not raise any objections in this regard.
19. In case, any dispute arises with regard to this allotment, the same shall be referred to sole Arbitrator who shall be appointed by the Developer and whose decision shall be final and binding on the Allottee. The Venue of the arbitration shall be at Ahmedabad (Gujarat). The Ahmedabad Court shall have exclusive jurisdiction to try and entertain any dispute arising out of this allotment.

Declaration:

I have read the above mentioned terms and conditions & I hereby accept the aforesaid and agree to become a purchase for

Plot no. _____

In Swayam Mehsana. I understand there is a possibility that by the time this application reaches the seller office, the plot selected by me above might have been already booked to some other person and this booking form in no way guarantees me the booking for the plot chosen by me above. In that event, I agree to make another choice of plots available with the seller. I also acknowledge and confirm that if any of the information furnished by me above is found to be incorrect at any time, I will be liable to loose the above mentioned booking and the seller has the uncontested right to forfeit moneys paid by me in part or full. I understand that the final allotment letter for the property will be issued to me only after I have paid the seller all the monies due.

I also acknowledge and confirm that I shall follow all guidelines issued by seller for carrying out any residential construction on the plot allotted to me. I also acknowledge and confirm that the seller has no obligation to construct any structure for me on the allotted plot.

Plot Purchaser's Signature: _____

Signature of Educator/Witness: _____

Place: _____

Date: _____

Development Application For Swayam Mehsana

A Rajkumar Rai Initiative



Date

Name of the applicant: _____
(Exactly as per PAN Card)

Date of Birth: _____ Age: _____

Name of Nominee: _____

Date of Birth: _____ Relation with applicant: _____ Age: _____

Residence address of the applicant: _____
(with address proof)

City: _____ Pin Code: _____ State: _____

Profession: _____ PAN (with self attested copy): _____

Office Address: _____

City: _____ Pin Code: _____ State: _____

Phone (R) : _____ Phone (O): _____

Phone (M): _____ E mail: _____

Educator Code: _____ Educator Name: _____

Plot No: _____ Nett Plot Area: _____

Total Development Charges (Rs): _____

Payment Type:

Downpayment Dp6 / Loan

Booking Amount (Rs): _____

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Definitions

- a. Development Fee Charged Towards: Common Area Development of Swayam Mehsana Project
 - b. Payee: Plot Purchaser as per plot size
 - c. Development Charges: Rs 1200 per Square Yard excluding Service Tax
01. The Allottee agrees that he has applied for provisional allotment of the plot with full knowledge and understanding of all laws/notifications applicable to the plot in general and has also satisfied himself about the rights and title of the company in the land including all sanctions/approvals granted/or to be granted to the company, which have been explained by developer and understood by him/her. The allottee confirms that no further investigation in this regard is required by the allottee.
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Declaration:

I/We have read and understood all terms and conditions pertaining to the development charges and are willing to bear the same.

Payee Signature: _____

Educator/Witness Signature: _____

Place: _____

Date: _____