

APPLICATION FOR ALLOTMENT OF PLOT AT BESTECH CITY, DHARUHERA

Dear Sirs,

I/We the undersigned request that a Plot may be allotted to me/us as per the Company's terms and conditions which we have read and understood and shall abide by the same as stipulated by your 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. I/We have, in the meantime signed the salient terms and conditions of sale attached to this application form.

I/We remit herewith a sum of Rs _____ (Rupees _____)

By Bank draft/cheque No _____ Dated _____ Drawn on _____ Bank _____ as part of earnest money.

(All drafts and cheques to be made in favour of "Bestech India Pvt. Ltd.," payable at Gurgaon/ New Delhi/Delhi.)

I/We agree to pay further installments of Basic Sale Price as stipulated/called for by the Company and the other charges as and when called for.

My/Our particulars as mentioned below may be recorded for reference and communications.

1. Sole/First Applicant

Name: Mr./Mrs./Ms/M/s _____
S/W/D of Mr _____ Nationality _____
Address (for communication) _____
City _____ State _____ Pin Code _____
Telephone No _____ Fax No _____
E-mail: _____ Mobile _____
PAN No: _____ Date of Birth _____ Profession _____
Residential Status: Indian _____ Non Resident Indian (NRI) _____ Foreign National of Indian origin _____

2. Second Applicant

Name: Mr./Mrs./Ms/M/s _____
S/W/D of Mr _____ Nationality _____
Address (for communication) _____
City _____ State _____ Pin Code _____
Telephone No _____ Fax No _____
E-mail: _____ Mobile _____
PAN No: _____ Date of Birth _____ Profession _____
Residential Status: Indian _____ Non Resident Indian (NRI) _____ Foreign National of Indian origin _____

3. Payment Plan:

Down Payment _____ Interest free Installment Plan _____

4. Details of Plot to be purchased :

Type:..... Area:.....sq.yd. BSP:...../sq. yd.
EDC:...../sq. yd. IDC:...../sq. yd. PLC:...../sq. yd.

PLOT / PRICE DETAILS	Rate	Area	Total
Basic Sale Price:	...../ sq. yd.	..... sq. yd.	.....
External Development Charges	..... / sq. yd.	..... sq. yd.	.....
Infrastructure Development Charges	..... / sq. yd.	..... sq. yd.	.....
Preferential Location Charges (Corner)	..... / sq. yd.	..... sq. yd.	.....
Preferential Location Charges (Park Facing)	..... / sq. yd.	..... sq. yd.	.....
Preferential Location Charges (24 mtr. Road Facing)	..... / sq. yd.	..... sq. yd.	.....
Total Sale Consideration	.....	.....	.....
Interest Free Maintenance Security	...../ sq. yd.	..... sq. yd.	.....
Any Other Charges	.....	.....	.....
GRAND TOTAL	.....	.....	.....

If through Dealer give his particulars (Affix Rubber Stamp)

Name.....
Address.....
Permanent Account No (PAN).....

DECLARATION:

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

Yours faithfully,

Sole/First Applicant's Signature
Name.....

Second Applicant's Signature
Name.....
Date:..... Place.....

TERMS & CONDITIONS FOR REGISTRATION OF A PLOT

1. TITLE:
(a) The intending allottee(s) has applied for allotment of a plot with full knowledge and subject to all the notifications and rules applicable to this area in general which have been explained by the Company and understood by him/her.
(b) The intending allottee(s) has fully satisfied himself/herself about the interest and the title of the plot in the Company in the said project and has understood all limitations and obligations in respect thereof. And there shall be no more investigation or objection by the intending allottee(s) in this respect.

2. ALLOTMENT:
(a) The allotment shall be on first come first served basis.
(b) The final allotment shall be entirely at the discretion of the Company, which has the right to reject any application without assigning any reason whatsoever.
(c) Upon acceptance of the application, the Applicant(s)/ Intending Allottee(s) shall be required to sign the 'Allotment Agreement' in the company's prescribed format, within 30 days from the date of its dispatch by the developer, which the 'Company' shall have every right to cancel the allotment and forfeit the Earnest money and allot/ sell the Plot to anyone else or to use it for any purpose it may deem appropriate.
(d) If for any reason the 'Company' is not in a position to allot the Plot applied for, the Company shall be responsible to consider for an alternate Plot and in case of failure to do so refund the amount deposited without any interest.
(e) In case of NRI Allottee(s) or foreign national of Indian origin Allottee(s), the provision of F.E.M.A./R.B.I. G.O. and any other law, as may be applicable.

3. EXTERNAL DEVELOPMENT CHARGES (EDC):
The external development charges for the external services to be provided by the concerned Government will be charged extra as laid down by the concerned Government and in case of any increase in these charges in future the same shall be paid by the intending allottee(s) without any delay or demand as and when demanded by the Company.

4. PREFERENTIAL LOCATION CHARGES (PLC):
The Applicant(s) agrees that the preferential location charges for preferential location (PLC) 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 plan, the said Plot 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 plan if the Plot becomes preferentially located, then the applicant shall be liable to pay additional Preferential Location Charges as stated in the payment plan.

5. LAYOUT, PLANS & AREAS :
The company shall have the right to effect suitable and necessary alterations in the layout plan, if and when found necessary which alterations may involve all or any of the following changes namely change in the position of the plot, change in the number of the plot, change in its boundaries, changes in its dimensions or change in its area. To implement any or the entire above changes supplementary sale deed or additional documents if necessary will be executed and got registered. Any increase or decrease up to 10% of the originally allotted area shall be adjusted at booking rate. However in case of the increase/decrease more than 10% the company shall have the sole discretion to decide the chargeable rate. In case the particular plot is omitted or the Company is not able to hand over the same to the intending allottee(s) for any reason the Company shall be responsible only to refund the actual amount received by it and shall not be liable to pay any compensation or interest whatsoever.

6. TIME IS ESSENCE:
(a) The Company and the intending allottee(s) hereby agree that the application for booking and in installments as the case may be, to the extent of 20% of the basic sale price of the Plot 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 Company.
(b) "The punctual payment of installments is the essence of this contract". It shall be incumbent on the intending allottee(s) to comply with the terms & condition of plot buyer agreement. The intending allottee(s) will have to pay interest @ 18% p.a. compounded quarterly on the delayed payments. Company reserves its right to forfeit the earnest money in event of irregular/delayed payment/non-fulfillment of terms of payment.

7. TAXES, LEVIES AND CONVEYANCE:
(a) All taxes, whether levied or to be levied in future, on the land and/ or on the said Plot shall hence forth be borne by the Intending Allottee(s).
(b) That upon receipt of full sale price and/or other dues and charges, the company shall execute and register Sale Deed/Transfer Deed and other documents / instruments, within the reasonable time, so as to transfer the title of the said Plot in favour of the Intending Allottee(s). The Intending Allottee(s) 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 Plot.

8. POSSESSION OF PLOT:
The Company shall endeavor to give the possession of the Plot to the intending allottee(s) within 24 months from the date of execution of Plot Buyer agreement and on receipt of all payments as per installment plan from the date of booking and on receipt of complete payment of the basic sale price and other charges due and payable up to the date of possession according to the payment plan applicable to him/her.
The Company on completion of the project shall issue final call notice to the intending allottee(s), who shall within 30 days thereof, remit all dues and take possession of the plot in the event of his/her failure to take possession for any reason whatsoever, he/she shall be deemed to have taken possession of the allotted Plot and shall bear all maintenance charges and pay compensation as holding charges as per the plot buyer Agreement.

9. MAINTENANCE :
The intending allottee(s) of the Plot shall pay necessary charges including security deposit for maintaining and up keeping the complex and providing the various services as determined by the Company or its nominated agency, as and when demanded by the Company/its nominee. This arrangement will be carried out until the services are handed over to the local bodies. The intending allottee(s) agrees and consents to this arrangement and will not question the same singly or jointly with other Buyers.

10. OTHER MISCELLANEOUS TERMS AND CONDITIONS:
(a) Sale Deed: 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 full price and other connected charges. Cost of stamp duty and registration, 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 Company, Stamp Duty and Registration Charges and all other Incidental and Legal Expenses for execution and registration of sale deed of the plot in favour of the intending allottee(s).
(b) Correspondence : The intending allottee(s) shall get his/her complete address registered with the Company at the time of booking and it shall be his/her responsibility to inform the Company by registered A/D letter about all subsequent changes, if any, in his/her address, failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him/her 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. In all communications the reference of property booked must be mentioned clearly.
(c) Lien: The Company shall have the first lien and charge on the said plot for all its dues and other sums payable by the intending allottee(s) to the Company.
(d) Ownership: Unless a conveyance deed is executed and registered, the Company shall for all Intents and purposes continue to be the owner of the land and also the construction thereon and merely booking shall not give to the allottee any right or title interest therein.
(e) Substitution of name: That the Company in its sole discretion may permit substitution of the name of the nominee(s) in place of the Intending Allottee(s) on such terms and conditions and on receipt of such administrative charges as it may deem fit.
(f) Joint applicant: The 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 consequences jointly as well as severally.

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

Sole/First Applicant's Signature..... Name.....
Second Applicant's Signature..... Name.....
Date:..... Place:.....