

Application for Allotment of a Residential Plot at Pearls Township, Bathinda

To,

Pearls Infrastructures Projects Ltd.

2nd Floor, 'A' Wing, Statesman House
Barakhamba Road, Connaught Place
New Delhi - 110 001
Tel : 011-43545454, Fax : 01 1 -43545455
Email: sales@pearlsinfrastructure.com

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Dear Sir,

I/We the undersigned request that a residential Plot/Unit may be allotted to me/us as per the Company's terms and conditions which I/We have read and understood and shall abide by the same as stipulated by your company.

1. Name of the Applicant / Firm's Name
2. Father's / Husband's Name
 - a) Name & Address of Co-Applicant if any
..... PAN No.
 - b) Father's/Husband's Name of the Co-applicant
3. Permanent Address Pin
4. Present Residential Address Pin
5. Official Address Pin
6. Telephone Nos. Residence (Office) (Mobile)
7. E-mail Income Tax Pan No.
8. Plot/Unit No. Area Sq yards/Sq meters
9. Price Offered Rs. (Rupees only)
10. Payment Plan : Installment Plan Down Payment Plan
11. The above price does not include the cost of Electric Connection Charges / External Electrification / Club Membership Charges / Stamp Duty Registration Charges / Miscellaneous Utilities service charges, which will be charged separately.
12. Preferential Location Charges @ Rs. /- per Sq yard/Sq meter
13. Interest Free Maintenance Security @ Rs /- per Sq yard/Sq meter will be payable by the Applicant/Allottee.

I/We herewith am / are enclosing Cash / Cheque / Draft No. dated
drawn on for Rs. /- (Rupees.....
..... only) as initial payment towards Earnest Money for the
above space. The Cheque / Draft shall be in the name of "....."
payable at Delhi / Chandigarh.

I/We agree to pay the further installments of sale price as stipulated / called for by the company and the other charges as and when called for.

I/We further agree to sign and execute an agreement deemed necessary 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 the sale attached to this application form.

I/We am / are bound by all the usual terms and conditions laid out for entering into a sale transaction / agreement to sell of the above mentioned space which has been duly read / understood by me/us.

Date :

Place :

SIGNATURE OF THE APPLICANT(S)

DECLARATION

I/We the undersigned (Sole/first and Co-applicant if any,) do hereby declare that the above mentioned particulars / information given by me/us is true and correct and nothing has been concealed therefrom.

Yours faithfully,

Date :

Place :

SIGNATURE OF THE APPLICANT(S)

If booked through Dealers, give his particulars (Affix rubber stamp)

Name of the Agent

Address

Permanent Account No.(PAN)

STAMP & SIGNATURE OF THE DEALER

TERMS & CONDITIONS FOR ALLOTMENT

- 1) The Intending Allottee(s) has applied for reservation / allotment of a residential Plot / Unit with full knowledge and subject to all the laws / notifications and rules applicable to this area in general and to the plotted development in the proposed township "Pearls Township, Bathinda" in particular which have been explained by the Promoter and understood by him/her.
- 2) The Intending Allottee(s) has fully satisfied himself / herself about interest and title of the Promoter in the project land and has understood all limitations and obligations in respect thereof.
- 3) The Pearls Infrastructure Projects Ltd., (hereinafter referred to as the Company) is duly authorized under an arrangement / agreement with the Promoter to register booking, make allotment, to conduct marketing/sale of saleable spaces of the referred township "Pearls Township, Bathinda" and to issue service of processes and other assurances for and on behalf of the Promoter.
- 4) That Intending Allottee(s) agrees that unless and until 15% of the cost of the Plot is paid, no allotment shall be done. The Allotment / reservation of Plot is entirely the discretion of the Promoter.
- 5) That in event of cancellation of the Plot by the Intending Allottee(s), earnest money equivalent 15% of basic cost shall be forfeited. Any amount over and above the earnest money shall be refunded back to the Intending Allottee(s) without any interest only after the sale of above said Plot.
- 6) That the Intending Allottee(s) confirms that on the basis of this application, there is no deemed allotment unless allotment is confirmed by the Promoter or on their behalf by the Company in writing through their duly authorised signatory.
- 7) That the Intending Allottee(s) further understands that timely payment of installments as per applicable payment plan is the essence of the transaction and the Intending Allottee(s) is fully aware of consequences on account of non-payment thereof within stipulated time.
- 8) That the Intending Allottee(s) agrees that the payment mentioned above would be made by him on due date without any demand or notice, reminder from the Promoter.
- 9) That the Intending Allottee(s) further agrees to pay the balance amount in accordance with the payment plan of the Promoter. (Attached with this application form and duly signed by the Intending Allottee(s)).

- 10) That upon acceptance of application, the intending Allottee(s) shall be required to sign Plot Buyers Agreement in the Promoter's prescribed format, within 30 days from the date of its dispatch by the Promoter, failing which the Promoter shall have every right to cancel allotment and forfeit the Earnest Money and allot/sell said plot to anyone else or to use it for any purpose it may deem appropriate.
- 11) That the Intending Allottee(s) has accepted the plans, location, size which are tentative and are kept at the Promoter / Company's offices and agrees that Promoter may effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion deem appropriate and fit or as may be done or required to be done by any competent authority and the intending Allottee(s) hereby gives his/her consent to such variation/ addition / alteration / deletion and modification.
- 12) The Intending Allottee(s) hereby agrees to pay additionally as preferential location charges (PLC) for preferential location as described in this application and in a manner and within the time as stated in the payment plan. However, the Intending Allottee(s) has specifically agreed that if due to any change in the lay-out plan, the said plot ceases to be in preferential location, the Promoter shall be liable to refund only the amount of preferential location charges paid by the Intending Allottee(s) without any interest and such refund shall be adjusted in the last installment as stated in the payment plan. If due to change in layout plan, the plot becomes preferentially located, then the Intending Allottee(s) shall be liable / agrees to pay as demanded by the Promoter additional preferential location charges as stated in the payment plan.
- 13) The External Development Charges (EDC) for the external services to be provided by the competent authority has been paid by the Promoter and is included in the basic sale price of the Plot. However, if the Promoter is required to pay any further sum over and above External Development Charges (EDC) already paid to the competent authority, the Intending Allottee(s) agrees to pay proportionate share thereof as and when demanded by the Promoter. The Intending Allottee(s) also agrees to pay proportionate share of Infrastructure Development Charges (IDC) and other outgoings, which the Promoter may be required to pay to competent authority in due course of time.
- 14) The Promoter and the Intending Allottee(s) hereby agrees that the amounts paid with the application for booking and in installments as the case may be, to the extent of 15 % 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 of booking stated herein and also in the event of failure by the Intending Allottee(s) to sign Agreement within the time allowed by the Promoter.
- 15) That the time of punctual 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 on the delayed payments and the Promoter 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 Promoter.
- 16) The Intending Allottee(s) agrees to reimburse to the Promoter and to pay on demand all taxes, levies or assessments or other outgoings of any nature whether levied now or leviable in future, on land and / or the building as the case may be, from the date of allotment. Intending Allottee(s) also agrees to pay charges for various utility services and also pro-rate share of the security deposited by the Promoter as and when demanded by the Promoter.
- 17) The Intending Allottee(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable by the Bathinda Development Authority, Town & Country Planning Dept, Government of Punjab or other competent authorities for the said township in general and to said Plot in particular. The Courts at Delhi alone shall have jurisdiction in all matters arising out of / touching and /or concerning this transaction.
- 18) The Intending Allottee(s) agrees that if for any reason, the Promoter is unable to allot the plot applied for, no claim of any nature monetary or otherwise would be raised by the Allottee except that the advance money paid by the Allottee(s), shall be refunded back to them.
- 19) The Intending Allottee(s) agrees that the reservation / allotment and of sale of the plot is subject to force majeure conditions and the Promoter shall be entitled to a reasonable corresponding extension of the time for delay occasioned in mobilization of development due to force Majeure conditions beyond control of the Promoter.

The Promoter as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of booking stated hereinabove or if the circumstances, beyond the control of the Promoter, so warrant the Promoter may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the Allottee(s) for the period of delay / suspension of scheme.

In consequence of the Promoter abandoning the scheme, the Promoter's liability shall be limited to the refund of the amount paid by the Intending Allottee(s) without any interest or compensation whatsoever.

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

I/We further agree to sign the agreement as and when desired by the Promoter.

SIGNATURE OF THE APPLICANT(S)

For **PEARLS INFRASTRUCTURE PROJECTS LTD.**

AUTHORISED SIGNATORY