

Marketed by **PEARLS INFRASTRUCTURE PROJECTS LIMITED**
(Promoted By PACL India Limited)

2nd Floor , 'A' Wing, Statesman House, Barakhamba Road, New Delhi - 110001
Ph: 51524690 Fax : 51524690 Email: sales@pearlsinfrastructure.com

Affix
Latest Passport
Size Photograph

APPLICATION FORM

Gateway Towers, Plot No. D – 8A, Sector 44, Noida

Dear Sirs,

I/We the undersigned request that a Plot/House/Flat/Shop/Office/Farm Land/Storage Space/Car Parking 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.

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 payable at Delhi as part of earnest money.

(All drafts and cheques to be made in favour of "PACL India Ltd., A/c Gateway Towers" payable at New Delhi or as mentioned in the price list of the project.)

I / We agree to pay further installments of 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 communication.

Applicant (Sole / First)
S/W/D of Nationality
PAN No.
Second Applicant Name
S/W/D of Nationality
PAN No.
Local Address (if any)
.....
..... Pin Code

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Telephone No. Fax No.
Email Mobile

Address (for communication)
..... Pin Code

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Telephone No. Fax No.
Email Mobile

Residential Status: Resident Indian Non Resident Indian

Details of Unit to be purchased

Name of the Project _____
Type of property _____
Unit Number _____

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Block _____
Floor _____
Required Area _____
Basic Rate _____
Basic Sale Price (Rs.) _____
Car Parking Space _____
Club Membership _____
Preferential Location Charges _____
One time Ground Rent for 90 Years _____
Interest Free Maintenance Security _____
ECC / FFC _____
External Electrification Charges _____
Income Tax Permanent Account NO. _____

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

Yours faithfully,

Name of the Agent

Signature of the Applicant(s)

Stamp & Signature

Date : _____

Place _____

FOR OFFICE USE ONLY

Application accepted from Mr./Ms/M/s. _____ thru _____ for the unit No. _____ in Block No. _____ at _____ Floor with super built area of _____ Sqft @ Rs. _____ per Sqft along with following additional Charges to be paid as per agreement.

Car Parking Charges Rs. _____ for 2 Car Park

Club Membership Charges Rs. _____

Preferential Location Charges @ Rs. _____ per Sqft Rs. _____

One time Ground Rent for 90 Years @ Rs. _____ per Sqft Rs. _____

Interest Free Maintenance Security @ Rs. _____ per Sqft Rs. _____

ECC / FFC @ Rs. _____ per Sqft Rs. _____

External Electrification Charges @ Rs. _____ per Sqft Rs. _____

(Authorised Signatory)

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TERMS & CONDITONS FOR ALLOTMENT

- 1) The intending allottee(s) has applied for allotment of a residential unit with full knowledge and subject to all the laws /notifications and rules applicable to this area in general which have been explained by the Company and understood by him/her.
- 2) The intending allottee(s) has fully satisfied himself/herself about the interest and the title of the Company in the said land on which the unit will be constructed and has understood all limitations and obligations in respect thereof. And there will be no more investigation or objection by the intending allottee(s) in this respect.
- 3) The intending allottee(s) has accepted the plans, designs, specifications which are tentative and are kept at the Company's offices and agrees that Company 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 by any competent authority and the intending allottee(s) hereby gives his/her consent to such variation/ addition / alteration / deletion and modification.
- 4) The company shall have the right to effect suitable and necessary alterations in the layout plan, if and when necessary, which may involve all or any of the change in the position of unit, change in its number, dimensions, height, size, area layout or change of entire scheme.
- 5) The intending allottee(s), shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the Company, who may in its discretion, permit the same on such terms a it may deem fit.
- 6) The intending allottee(s) agrees that he/she shall pay the price of the unit on the basis of the super area i.e. covered area inclusive of proportionate common area and all other charges as and when demanded. He/she also agrees to make all payments through demand drafts/ cheques drawn upon and payable at New Delhi /Delhi only.
- 7) The External Development Charges for the external services to be provided by the competent Authority are included in the price, however, in case of any increase in these charges in future the same shall be paid by the intending allottee(s) as and when demanded by the Company.
- 8) The Company and the intending allottee(s) hereby agree that the amounts paid with the application for booking and in installments as the case may be, to the extent of 10% of the basic sale price of the unit 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.
- 9) 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 as per the agreement on the delayed payments and the Company 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 Company.
- 10) At present, the safety measure have been provided as per existing fire code / regulation.
- 11) The intending allottee(s) agrees to reimburse to the Company and to pay on demand all taxes, levies or assessments whether levied now or leviable in future, on land and / or the building as the case may be, from the date of allotment.
- 12) The Company shall endeavor to give the possession of the unit to the intending allottee(s) within committed period subject to force majeure circumstances 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 construction shall issue final call notice to the intending allottee(s), who shall within 30 days thereof, remit all dues and take possession of the unit in the event of his/her failure to take possession for any reason whatsoever, he shall be deemed to have taken possession of the allotted unit and shall bear all maintenance charges and any other levies on account of the allotted unit.
- 13) The intending allottee(s) of the unit shall pay necessary charges including security deposit for maintaining and up keeping the complex and the providing the various services as determined by the Company or its nominated agency and 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.

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- 14) 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 /mutation, 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/ Mutation Charges and all other incidental and Legal Expenses for execution and registration of sale deed / mutation of the unit in favour of the intending allottee(s).
- 15) 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.
- 16) The Company shall have the first lien and charge on the said unit for all its dues and other sums payable by the intending allottee(s) to the Company.
- 17) 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 this agreement shall not give to the allottee any right or title or interest therein.
- 18) The allotment of the unit is entirely at the discretion of the Company.
- 19) The Intending allottee(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the said property. Delhi Courts alone shall have jurisdiction in all matters arising out of / touching and /or concerning this transaction.
- 20) The intending allottee(s) agrees to pay the total basic sale price and other charges of unit as per the payment plan (Down Payment / installment Plan) opted by him/her.
- 21) The intending allottee(s) shall not put up any name or sign board, neon sign, publicity or advertisement material hanging of clothes etc. on the external façade of the building or anywhere on the building or common areas. The intending allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design.
- 22) The allottee shall not use the premises for any activity other than the use specified for.
- 23) In case there are joint intending allottees all communications shall be sent by the Company to the intending allottee whose name appears first and at the address given by him/her for mailing and which shall for all purposes be considered as served on all the intending allottees and no separate communication shall be necessary to the other names intending allottees. The intending allottee(s) has agreed to this condition of the company.
- 24) The intending allottee(s) agrees that the sale of the unit is subject to force majeure clause which interlia include delay on account of non availability of steel, cement or other building materials, or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, civil commotion, or any reason of war, or enemy action or earthquake or any act of God, delay in certain decisions/clearance from statutory body, or if non delivery of possession is as a result of any notice, order rules or notification of the Government and / or any other public or competent authority or for any other reason beyond the control of the Company and in any of the aforesaid event the Company shall be entitled to a reasonable corresponding extension of the time of delivery of possession of the said premises on account of force majeure circumstances.

The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment or if the circumstances, beyond the control of the Company, so warrant the Company 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 Company abandoning the scheme, the Company'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.

Signature of the Intending Allottee(s)