

APPLICATION FORM FOR ALLOTMENT OF A PLOT

Corporate Office:
M/s Rajdarbar Spaces Pvt. Ltd.
#10-A, Ground Floor,
Golf Course Road, Sector - 43
Gurgaon - 122002

Latest
Photograph
duly Self attested

Dear Sir,

I/We hereby apply for the allotment of a Plot as per details given below in Rajdarbar Spaces, Sector - 21, Opp. Sector - 20 Part - III HUDA, Sirsa - 125055 (Haryana)

I/We agree to sign and execute, as and when desired by M/s Rajdarbar Spaces Pvt. Ltd. hereinafter referred to as "the Company"), the Allotment Letter and plot Buyer's Agreement on the Company's standard format contents whereof have been read and understood by me/us and I/We agree to abide by the terms and conditions of the sale as laid down therein. I/We further agree that until the Allotment Letter/Plot Buyer's Agreement is signed and executed there shall be no completed contract of sale and I/We shall not be entitled to enforce the same in the Court of Law.

I/We remit herewith a sum of Rs.....(Rupees.....
.....) by Bank Draft/Cheque No.....dated.....
drawn on.....payable at New Delhi / Delhi / Sirsa, being the booking money/registration
deposit to be adjusted/ appropriated towards earnest money at the time of allotment of Plot in Rajdarbar Spaces , Sirsa.

I/We agree to pay further installments as stipulated/demanded by the Company. My/Our particulars are given below:-

1. First Applicant Mr./Mrs./Ms.....
Son/Wife/Daughter of Mr./Mrs.....
Date of Birth..... Profession.....
Designation..... Company Name.....
Residential Status: Resident / Non-Resident / Foreign National of India Origin.
Nationality.....Residential Address.....
.....
Office.....
.....
Tel. Res.....Off.....Mobile.....
Fax No..... E-Mail.....
Marital Status.....
Income Tax Permanent Account No. /Ward No.....
Passport No.....
2. Second Applicant Mr./Mrs./Ms.....
Son/Wife/Daughter of Mr./Mrs.....
Date of Birth.....Profession.....
Designation..... Company Name.....

Residential Status: Resident / Non-Resident / Foreign National of India Origin.

Nationality.....Residential Address.....

Office.....

Tel. Res.....Off.....Mobile.....

Fax No.....E-Mail.....

Marital Status.....

Income Tax Permanent Account No. / Ward No.....

Passport No.....

3. Detail of Plot:

(i) No.....(ii) Block.....

(ii) Plot Area.....Sq.Mtr. (.....Sq. Yards)

4. Basic Sale Price.....

Preferential Location Charges.....

External Development Charges.....

Other Charges.....

Total.....

5. Payment Plan Opted: Down Payment Time-Linked Plan

6. Booking: Direct Broker

I/We the above applicant(s) do hereby declare that the my/our request for allotment is irrevocable and the above particulars/information given by me/us are true and correct and nothing has been concealed thereof. I/We undertake to inform the company of any change in the particulars/information till the property, if allotted, is duly registered in my/our name(s).

Name of Applicant (s)

Name of the Broker.....

(A).....

(B).....

Signature of Applicant (s).....

Seal and Signature of the Broker.....

(A).....

(B).....

Date.

Note:

- (1) All Cheques/Drafts to be made in favour of "M/s Rajdarbar Spaces Pvt. Ltd." Payable at New Delhi /Delhi /Sirsa only.
- (2) Persons signing the application on behalf of other person/firm/company shall file Authorization/Power of Attorney duly attested by a first class Magistrate/Notary Public.

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1. Application: Accepted/Rejected
2. Details of Plot:
 - (i) No..... (ii) Block.....
 - (iii) Plot Area.....Sq. Mtr. (.....Sq. Yards)
 - (iv) Basic Sale Price.....
 - (v) Preferential Location Charges.....
 - (vi) External Development Charges.....
 - (vii) Other Charges.....
 - Total.....
3. Payment Plan : Down Payment Time-Linked Plan
4. Type of Account.....
5. Earnest money received vide cheque/DD/PO No.dated..... for Rs
(Rs.....only) drawn on payable at New Delhi/ Delhi / Sirsa
6. No. of Joint Holders.....
7. Mode of Booking.....

Date

Authorized Signatory

TERMS & CONDITIONS FOR ALLOTMENT OF A PLOT

1. The intending allottee(s) has/have applied for allotment of a plot with full knowledge and subject to all the laws/ notifications and rules applicable to this project in particular and area in general which have been explained by the company and understood by him/her/them.
2. The intending allottee(s) has /have fully satisfied himself/herself/themselves about the interest and rights of the company in the said project and has understood all the 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/ have seen and accepted the layout plans which are kept at the Company's office 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 maybe done by any competent authority in the interest of the project and the intending allottee(s) hereby give(s) his/her/their consent to such variation/addition/deletion/ alteration and modification.
4. The Company shall have the right to effect suitable and necessary alterations in the layout plan in the interest of the project, if and when necessary, which may involve all or any of the changes, namely change in the area of plot, change in location of plot, change in its number or change in its boundaries and the intending allottee(s) shall have no objection to such alterations.
5. The intending allottee(s) shall be entitled to get the name of his/her/their nominee(s) substituted in his/her/their place or to pass on / transfer the Allotment in some other name on payment of administrative charges as per the rates prescribed in respect thereof by the company provided the intending allottee(s) has / have paid at least 20% of the total consideration and clear all the dues till that date on such conditions/guidelines as applicable from time to time. However, no administrative charges /transfer charges shall be payable in case of succession.
6. The intending allottee(s) agree(s) that he/she/they shall make all payments through demand drafts/cheques drawn upon and payable at New Delhi/Delhi/Sirsa Only
7. The external development charges for the external services to be provided by the Authority will be charged extra and 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 intending allottee(s) hereby agree(s) and undertake(s) that the amounts paid with the application for booking and in installments as the case may be, to the extent of 20% of the basic sales 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.
9. The timely payment of installments is the essence of this agreement. 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 @18% p.a. on the delayed payments and the company reserves its rights 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. The intending allottee(s) agree(s) to reimburse to the company and 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.
11. The Company shall endeavor to give the possession of the unit to the intending allottee(s) within reasonable period subject to force majeure circumstances and on receipt of all payments as per payment plan from the date of booking including interests on the delayed payments in respect of the instalments and other charges 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/ them. The company on completion of the development 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 /their failure to take possession for any reason whatsoever, he/she/they shall be deemed to have taken possession of the allotted plot and shall bear all the maintenance charges and any other levies on account of the allotted plot.

12. The intending allottee(s) of the plot shall pay necessary charges including security deposit for maintaining and upkeeping the complex and providing the various services as determined by the company or its nominated agencies and as and when demanded by the company/ nominated agency. This agreement will be carried out until the services are handed over to the local bodies. The intending allottee(s) agree(s), undertake(s) and consent(s) to this arrangement and will not question the same singly or jointly with other buyers.
13. The Sale Deeds of the respective plots shall be executed by the Company directly or by their duly appointed attorney for the purpose who may be a nominee of the Company
14. The sale deed of plots shall be executed and got registered in favour of the intending allottee(s) within the reasonable time after the completion of development work at the site and after receipt from him / her/them full price and other connected charges in respect of plot. 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 charges and all other 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 /their 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 charges, 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 plot 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, this agreement shall not give to the allottee any right or title or interest on the plot for all intents and purposes whatsoever.
18. The allotment of the plot is entirely at the discretion of the company.
19. The price of the plot stipulated herein is escalation free but subject to revision/ without notice at Company's sole discretion.
20. The intending allottee(s) undertakes to abide by all the laws, rules, and regulations or any laws as may be made applicable to the said property including these terms and conditions.
21. The Courts of State of Haryana having jurisdiction over the project alone shall have jurisdiction in all matters arising out of/ linked development touching and/or concerning this transaction.
22. The intending allottee(s) agrees to pay the total basic sale price and other charges of the plot as per the payment plan (Down Payment/Installment Plan) opted by him/her/them. Further, the company apart from basic price shall fix preferential location charges (PLC) for certain plots in the project and if intending allottee(s) opt(s) for booking out of any such plots, he/she/they shall be liable to pay such charges.
23. The allottee shall not use the plot for any activity other than the use specified for.
24. In case there are joint intending allottees all communications shall be sent by the Company to the intending allottees whose name appears first and at the address given by him/her for mailing and which shall for all purposes be considered as served to all the intending allottee(s). The intending allottee(s) has agreed to this condition of the company.
25. The intending allottee(s) agrees that the sale of the plot is subject to force major clause which interalia 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 by reason of war, or enemy action or earthquake or any act of God, delay in certain decisions /clearances 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 for delivery of the said premises on account of force majeure circumstances.
26. 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.
27. In consequence of the Company abandoning the scheme, the 'Company's liability shall be limited to refund of the amount paid by the intending allottee(s) without any interest or compensation whatsoever.
28. This Allotment is provisional and will be governed by the terms of the agreement to be executed.

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

Place:

Date:.....

Signature of the Intending Allottee(s)