

Application Form

M/s Zestha Developers Ltd.

F-436, Sector-63

Noida-201 301

Dear Sir,

I/We, hereby apply for allotment of flat in your Group Housing Project "Platinum Towers" at Rudrapur. I/We agree to abide by the basic terms and conditions attached to this application form and also agree to sign and execute, as and when desired by the Company the Allotment Letter/ Buyer Agreement on Company's standard format. I/We have read and understood the contents of the format and I/we agree to abide by them.

I/We remit here with a sum of Rs. _____ (Rupees _____) vide Cheque/Draft No. _____ as a booking amount for allotment of that flat opted by me/us.

I/We further agree to pay the installments and other charges as per the payment plan, failing which the allotment will be cancelled and the earnest money/ booking amount will be forfeited by the Company. My/Our particulars are as below:

First Applicant:

Name : Mr./Mrs./Ms

Father's/
Husband's Name :

Date of Birth : PAN No.....

Address: (Resi.) :

(Office) :

Phone No. : Residence Office.....

Mobile..... Fax.....

E-mail ID :

Second Applicant:

Name : Mr./Mrs./Ms

Father's/
Husband's Name :

Date of Birth : PAN No.....

Address: (Resi.) :

(Office) :

Phone No. : Residence Office.....

Mobile..... Fax.....

E-mail ID :

DETAIL OF FLAT ALLOTTED/APPLIED :

(i) Flat No..... (ii) Floor.....

(iii) Block..... (iv) Super areaSq.Ft.

PRICE STRUCTURE:

1. Basic Price : Rs.....

2. Additional charges

(i) Car Parking : Rs Per Car (one time)

(ii) Power Back up : Rs.....

(iii) Club Membership Charge : Rs.....

(iv) Other : Rs.....

PAYMENT PLAN : Down Payment Instalment Plan**MODE OF BOOKING:** Direct Reference

Reference Detail :

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Declaration : I/We the applicants do hereby declare that the particulars given by me are true to the best of my knowledge & belief.

I/We do hereby declare to abide by the terms & conditions of the Company.

(Signature of the 1st Applicant)

(Signature of the 2nd Applicant)

Terms & Conditions

1. Prices indicated above are subject to revision and at the sole discretion of the Company. Price ruling at the date of booking acceptance by the Company shall be applicable. However, there shall be no escalation in the case of flats already booked.
2. The prices exclude statutory charges, external development charges, taxes including service tax or any other levies imposed by any authority.
3. The applicant undertakes to abide by the rules and regulations of the project.
4. The allotment of the flat is for residential purpose only.
5. The maintenance, upkeep, security and common services shall be managed by the company and the charges for the same will be decided by the company from time to time and shall be borne by the applicant/allottee.
6. In case the Company is forced to abandon the said project due to unavoidable circumstances, the company shall refund the amount paid by the applicant along with simple interest @6% p.a.
7. All areas are tentative and subject to change. The difference in cost such arose would be adjusted on a prorata basis at the original booking cost.
8. All payments shall be made in favour of "Zestha Developers Ltd. ", payable at New Delhi.
9. Cost of maintenance, power back up etc is payable at the time of possession.
10. Cost of Stamp Duty, Registration fee/ Documentation charges shall be extra and shall be borne by the intending allottee on actual basis.
11. Parking space will be charged extra.
12. The applicants/ allottee has to strictly adhere to the payments schedule. In case of delay in payment or any other violation of the terms and conditions of the agreement, the company reserve the right to cancel such allotment and allot the same flat to some other intending buyer. The earnest money of the defaulting allottee shall be forfeited and the balance amount if any will be refunded without interest. However the company may consider the delay at it's own discretion after charging penal interest @18% p.a. for the delayed period.
13. The NRI applicants/ allottees have to ensure the compliance of the Foreign Exchange Management Act 1999 and any other statutory provision favouring such transaction. It would be the sole responsibility of the applicant to abide by the rules and regulations of RBI and to obtain necessary permission for such transaction including remittance of payments, failing which the amount paid by the applicant will be refunded without interest and the allotment will be cancelled.
14. Loans from financial institutions to finance the said residential flats may be availed. Further tie up arrangements with the banks/financial institutions will also be arranged by the company and the allottee can avail the benefit after fulfilling the terms and conditions of these banks/ financial institutes. Non availability of loans due to any reason will not be entertained as an excuse for non payment.
15. The applicant shall have no objection in case the company creates a charge on the project for raising funds for the development of the project. However such charge if created shall get vacated before handing over physical possession of the flats to the allottee.
16. In case there are joint applicants, all communication will be sent to the first applicant and it will be assumed that it has been communicated to both the applicants.
17. The applicant shall register his complete address and it will be his sole responsibility to communicate any change. The lapse in this will not be an excuse for any default etc.
18. The contract is liable to be cancelled in case of any misrepresentation/ concealment of facts by the allottee.
19. Disputes if any are subject to Delhi Jurisdiction.