

To Bestech India Pvt. Ltd. Bestech House 124, Sector – 44, Gurgaon. Haryana.

For Office use only		
Unit No		
Application Dated//		
Customer Code		
Net BSP		
Autho. Signatory		

Dear Sir(s),

I/We, the undersigned, request for the allotment of an Office Space/Unit in your Commercial Complex known as **BESTECH BUSINESS TOWERS** in **BESTECH SQUARE** being developed on Plot No. 1, Phase IX Extension, Sector-66, Mohali - PUNJAB.

I/We have clearly understood that this application does not constitute an agreement to sell and I/we do not become entitled to the provisional or final allotment of a Unit notwithstanding the fact that **M/s Bestech India (P) Ltd** may have issued a receipt in acknowledgement of the money tendered with this application.

Unit, which may be treated as the non-refundable Booking Amount.

Draft / Cheque No.	Dated	Drawn on	Amount (in `)

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

(The Applicant(s) shall make all the payments through bank drafts and cheques in favour of "Bestech India Pvt. Ltd." payable at Gurgaon / New Delhi / Delhi / Chandigarh / Mohail.)

Applicant((s)	Signature

Sole / First Applicant	
Name: Mr. /Mrs /Ms /M/s	
S/W/D of Mr	(Photograph of
Mailing Address:	First Applicant)
Telephone No. 1)	
FAX No: E-Mail Address :	
Pan No:Ward / CircleDate of Birth/(DD) (MM) (YYYY)	
Profession / Business	
Residential Status () Indian / () NRI / () Foreign National of I	ndian Origin
Second Applicant	
Name: Mr. /Mrs /Ms /M/s	
S/W/D of Mr	
Mailing Address:	(Photograph of second Applicant)
Telephone No. 1)	<u> </u>
FAX No: E-Mail Address :	
Pan No:Ward / CircleDate of Birth/(DD) (MM) (YYYY)	
Profession / Business	
Residential Status () Indian / () NRI / () Foreign National of In	ndian Origin

Payment Plan: () Down Payment Plan			() Construction Linked Plan			
De	Details of the Office Space/ Unit to be purchased:					
Тур	pe: Tower No.:	Floor:	Office Space	e/ Unit No.:		
Su	per Area:sq. ft. BSP `	/sq. ft.				
	OFFICE SPACE/UNIT / PRICE DET	AILS Rate (`)	Super Area	Total (`)		
1	Basic Sale Price:	/ sq. ft	sq. ft			
2	Car Parking Charges					
3	Replacement Fund Cum Maintenance Security	/ sq. ft	sq. ft			
4	Any Other Charges	/ sq. ft	sq. ft			
GRAND TOTAL						
Sal	gistration fees, Service tax and all oth le Deed/Transfer Deed in respect of th	_	•	on and registration of		
DE	CLARATION					
true	/e, the above applicant(s) do hereby de and correct to my / our knowledge an all the Terms & Conditions as mentioned	d no material fact has be				
	(Booked through Agent / Direct)		Name			
_	Name					
	Agent's Seal and Signature	Date://				

TERMS AND CONDITONS FOR PROVISIONAL ALLOTMENT OF OFFICE SPACE/ UNIT IN BESTECH BUSINESS TOWERS, BESTECH SQUARE, PLOT NO-1, PHASE IX EXTENSION SECTOR -66, MOHALI, PUNJAB.

1. TITLE

The Applicant(s)/ Intending Allottee(s) has/ have fully satisfied himself/ herself themselves about the right, title and interest of the Company in the land on which the proposed **BESTECH BUSINESS TOWERS** is to be developed/ constructed and have understood all limitations and obligations in respect of it and there will be no further investigation or objection from the Applicant(s)/ Intending Allottee(s).

2. ALLOTMENT

- i) The allotment shall be made on first come first serve basis.
- ii) 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.
- iii) Upon acceptance of the application, the Applicant(s)/ Intending Allottee(s) shall be required to execute the 'Buyers Agreement' in the Company's prescribed format, within 30 days from the date of its dispatch of the said Agreement by the Company, failing which the Company shall have the right to cancel the allotment and forfeit the Earnest Money and allot/ sell the said Office Space/ Unit to any third party or use it for any purpose it may deem appropriate.
- iv) If for any reason the Company is not in a position to allot the Office Space/ Unit applied for, the Company shall be responsible to consider for an alternate Office Space/ Unit and in case of failure to do so refund the amount deposited without any interest and the Company shall not be liable for payment of any compensation on this account whatsoever.
- v) In case of NRI Allottee(s) or foreign national of Indian origin Allottee(s), the provision of F.E.M.A/R.B.I. guidelines and any other law, as may be prevailing shall be applicable.

3. LAYOUT, PLANS AND AREAS

That it is made clear to the Applicant(s)/ Intending Allottee(s) the meaning of Super Area and its use for the calculation of sale price and other charges in respect of the Office Space/ Unit proposed to be allotted. Company has right to effect suitable and necessary alterations in the layout plans, as and when required, which may involve all or any of the changes such as change in the position of the Office Space/ Unit, increase/decrease in size of the original area allotted which includes Super Area, car parking etc., change in floor-plan layout, change in direction of the Office Space/ Unit, change in its number. If there is any increase/ decrease in the areas, revised price will be applicable at the original rate at which the Applicant/ Intending Allottee(s) booked the Office Space/ Unit. The Applicant(s)/Intending Allottee(s)

shall have ownership of undivided proportionate share of the land beneath the said building only.

4. TOTAL PRICE

Total Price means sales price of the said Office Space/ Unit exclusive of the Price of parking space(s), fire detection and fire fighting equipment in the common areas within the Said Building/Said Complex as prescribed in the fire fighting code/regulation and does not include other amounts, charges, security amount etc., payable as per the terms & condition of Buyer Agreement including but not limited to taxes, increase in all types of securities and charge for bulk supply of electric energy, Replacement Fund cum Maintenance Security, property tax, increase in price due to increase in Super Area of the Said Office Space/ Unit, stamp duty, registration charges and any incidental charges and any othe charges payable as mentioned in the Agreement. The Applicant(s)/ Indending Allottee(s) agrees to pay as and when demanded by the Company the prorated share of any Value Added Tax (VAT), Service Tax, GST or any other third party / statutory taxes, duties, charges, cess, fees, levies etc. as may be found applicable to the present transaction or to the subsequent agreement to be executed by the Applicant(s)/ Indending Allottee(s). The Applicant(s)/Intending Allottee(s) further agrees and undertakes to pay on pro rata basis, to the Company External Development Charges (EDC) and/or Internal Development Charges (IDC) that may be levied by the Statutory Authorities on the said Complex in whatever name or in whatever form.

5. CAR PARKING

The Applicant(s)/Intending Allottee(s) shall pay for reserved / dedicated car parking space allotted to him/ her/ them for his/ her/ their exclusive use. It is made absolutely clear that reserved /dedicated car parking space allotted to the Allottee(s)/Indending Allottee (s) shall not form part of the common area in the said building/Complex for all purposes. Since the reserved/dedicated car parking space is the integral part of the Office Space/Unit proposed to be allotted, the Applicant(s)/Intending Allottee(s) undertake not to sell/transfer/deal with the same independent of the Office Space/ Unit proposed to be allotted.

6. MAINTENANCE AGREEMENT

The Applicant(s)/ Intending Allottee(s) upon completion of the said building agrees to enter into a maintenance agreement with the Company or any other Maintenance Agency or other body as appointed by the Company from time to time for maintenance and upkeep of the common services and common areas (a part from the internal area of the Office Space/ Unit) of **BESTECH BUSINESS TOWERS** and the Indending Allottee(s) undertakes to pay the maintenance bills for maintaining the various services and facilities at the rate determined by the Company or its nominated Maintenance Agency. The Applicant(s)/ Intending Allottee(s) agrees to deposit and to always keep deposited with the Company a Replacement Fund Cum Maintenance Security calculated on the basis of the Super Area of the

Office Space/ Unit @ ` 100/- per sq. ft.(rate at the time of booking). The Applicant(s)/ Intending Allottee(s) further undertakes to pay to the Company an amount determined by the Company for creation of Sinking Fund.

7. TIME IS OF ESSENCE

That timely payment of installments/ balance sale consideration/ Maintenance security / Maintenance charges shall be of essence in respect of this application. This application does not constitute an Agreement to Sell. It shall be incumbent on the Applicant(s)/Intending Allottee(s) to comply with the terms of payment and other terms and conditions of allotment/sale, as contained in this Application. In case the instalments are delayed, the Applicant(s)/Intending Allottee(s) shall be liable to pay interest on delayed payments @ 18% per annum compounded quarterly at the time of every succeeding instalment which shall be calculated from the due date of outstanding payment/ amount without prejudice to the Company's right to cancel the allotment. However, if the Applicant(s)/ Intending Allottee(s) fails to pay the installment along with interest within 75 days, from the due date, the Company shall at its discreation forfeit the amount of Earnest Money/ Registration Money deposited by Applicant(s)/ Indending Allottee(s) and the allotment shall stand cancelled and he/she/ they shall have no lien/ charge/ interest/right on the said Office Space/ Unit. The sums, if any, paid over and above the Earnest Money shall be refunded without interest by the Company after adjustment of interest accrued on delayed payments, if any, due from the Applicant(s) / Intending Allottee(s). The Earnest Money has been quantified to be 20% of the Basic Sale Price.

8. COMPLETION OF CONSTRUCTION/DELIVERY OF POSSESSION

- That the possession of the said Office Space/ Unit is tentatively proposed to be offered by the Company to the Applicant(s)/Indending Allottee(s) within 30 months (excluding a grace period of 6 months) from the date of execution of Buyer's Agreement subject to timely payment by the Applicant(s)/Indending Allottee(s) of sale price, stamp duty and other charges due and payable according to the Payment Plan opted by him/her/them or as demanded by the Company and subject to force-majeure clause. It is made clear that the Company shall be entitled to a grace period of six months from the date mentioned above for any reason whatsoever.
- ii) The Applicant(s)/Indending Allottee(s) agree that in case the Company is unable to deliver the Said Office Space/ Unit and / or allot the Parking Space(s) to the Applicant(s) for his occupation and use due to
 - a) any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or;
 - b) if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the proposed Office Space/ Unit / Building or;

- if any matter, issues relating to such approvals, permissions, notices, modifications by the competent authority(ies) become subject matter of any suit/write before a competent court or;
- d) due to force majeure conditions.

In case of occurrence of one or more of the aforesaid eventualities, the Applicant(s)/ Indending Allottee(s) is desirous of cancelling the allotment, in that event the Applicant(s)/ Intending Allottee(s) shall only be entitled to refund of the advance amount for the provisional registration paid by Applicant(s)/ Intending Allottee(s) without any interest. In such event the applicant shall have no right, claim or interest of whatsoever nature or kind in the project or Residential Office Space/ Unit. In case however the Applicant(s)/ Intending Allottee(s) continues to be willing to accept the allotment of the Office Space/ Unit booked by it, in that event the Company shall not be liable to pay any compensation to the Applicant(s)/ Intending Allottee(s).

iii) In the event, Applicant(s)/ Intending Allottee(s) fails to take over the possession of the Office Space/ Unit allotted within thirty (30) days from the date of office of possession by the Company, the Applicant(s)/ Intending Allottee(s) shall be liable to pay to the Company holding charges @ ` 10/- per sq.ft. of the Super Area per month and the Maintenance Charges as determined by the Company/Maintenance Agency for the entire period of such delay until the date the actual physical possession of the Office Space/ Unit is taken over by the Applicant(s)/ Intending Allottee(s).

9. APPLICANT'S/ INTENDING ALLOTTEE'S COVENANTS

- (i) That the Applicant(s)/ Intending Allottee(s) have fully read and understood these indicative terms and conditions and undertake to abide by the same.
- (ii) That the Applicant(s)/ Intending Allottee(s) shall comply with all legal requirements for the purchase of immovable property, as may be applicable, after execution of the Office Space/ Unit BuyerAgreement and sign all applications & forms for the said purpose.
- (iii) The Applicant(s)/ Intending Allottee(s) agrees to sign and execute, as and when desired by the Company, the standard Buyers Agreement, the standard Maintenance Agreement and other documents/ papers alongwith all their Annexures, and agree to abide by the terms & conditions as laid down therein.
- (iv) The Applicant(s)/ Intending AIIottee(s) has/ have applied for registration/ allotment of an Office Space/ Unit in the proposed **BESTECH BUSNIESS TOWERS** with full in knowledge and subject to all laws, notifications and rules applicable to the area and the proposed Complex, which have been fully explained by the Company and understood by him/her/them. The Applicant(s) has carried out its independent investigations and the Applicant(s) undertake not to raise any dispute or objection in this respect pursuant to submission of this application.

- (v) The Applicant(s)/ Intending Allottee(s) has understood that the said Complex is meant for Information Technology & agrees and undertakes to use the said Office Space/Unit for Information Technology enabled projects as per I T/Knowledge Industry Policy, 2009
- (vi) The Applicant(s)/ Intending Allottee(s) has/have understood and agreed that this application for booking of the said Office Space/ Unit is subject interalia to compliance with other terms and obligations to be observed by him/her/them, including the terms and conditions of the Buyers Agreement that may be executed with the Company in due course and the Applicant(s)/ Intending Allottee(s) further agree and undertake to abide by all these terms, conditions and obligations.
- (vii) The Applicant(s)/ Intending Allottee(s) has/have clearly understood that submission of this signed application form and payment by the Applicant(s)/ Intending Allottee(s) of the booking amount shall not constitute a right to allotment of the Office Space/ Unit in proposed Complex and it shall not create or result in any obligation on the Company towards the Applicant(s)/ Intending Allottee(s). The Applicant(s)/ Intending Allottee(s) understand that the Company may at any time and at its sole discretion reject his/her/their application without assigning any reason whatsoever.
- (viii) The Applicant(s)/ Intending Allottee(s) hereby declare that he/she/they is/are competent to make and submit the present application for booking of the Office Space/ Unit in proposed Complex and there is no legal or contractual impediment or restriction on the Applicant(s)/ Intending Allottee(s) making this application or the payment tendered hereunder.
- (ix) The Applicant(s)/ Intending Allottee(s) understand that once submitted, this application cannot be revoked by him/her/them and in the event Applicant(s)/ Intending Allottee(s) withdraw the present application or if Applicant(s)/ Intending Allottee(s) do not accept the allotment made by the Company on his/her/their application or Applicant(s)/ Intending Allottee(s) does not execute the buyers agreement within the time stipulated by the Company for this purpose, the entire booking amount shall be forfeited by the Company and the Applicant(s)/ Intending Allottee(s) shall be left with no right, interest, claim on the proposed Office Space/ Unit or its booking or otherwise on the Company in any other manner whatsoever.
- (x) That the Applicant(s)/ Intending Allottee(s) acknowledges that the Company has readily provided all information/ clarifications as required by him/ her/them and he/ she/ they have not relied upon and not influenced by any architects' plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral, estimated facilities/ amenities to be made available or any other data except as specifically represented in this application and the Applicant(s)/ Intending Allottee(s) has/ have relied solely on his/ her/ their own judgment in deciding to make the application for purchase of the said Office Space/ Unit.

(xi) The Applicant(s)/Intending Allottee(s) undertakes to indemnify the Company, its assignees and nominees from and against all consequences resulting from the breach by the Applicant(s) of any law or its representations, warranties and undertakings found to be untrue.

10. LOAN FACILITY

- (i) In case the Applicant(s)/ Intending Allottee(s) desires to avail loan facility for the purchase of Office Space/ Unit applied for, the Company shall extend all possible help without getting involved in any financial commitment. The terms of such loan(s) shall be binding and applicable exclusively upon the Allottee(s) only.
- (ii) In case the Allottee(s) opts to pay the agreed price through loan and subsequently the loan is not granted or delayed for any reason whatsoever, the payment to the Company, as per schedule, shall be ensured by the Allottee(s), failing which he / she / they shall be governed by the provisions contained in clause no.8 supra.
- (iii) Save and except in the case of any bank, financial institution or Company with whom tripartite agreement has been separately executed for financing the said Office Space/ Unit, where the Company has given permission to mortgage to any Bank/Financial Institution or Company for extending the loan to the Applicant(s)/ Intending Allottee(s) against the Office Space/ Unit proposed to be allotted, the Company shall not be responsible towards any third party, who has made payments, remittances to the Company on behalf of the Applicant(s) and such third party shall not have any right in this application form whatsoever. The Company shall issue the payment receipts only in favour of the Applicant(s). Under all circumstances, the Applicant(s)/ Intending Allottee(s) is and shall remain solely responsible for ensuring and making all the payments due under this application on time.

11. OTHER MISCELLANEOUS TERMS AND CONDITIONS

- i) Joint Applications: The Applicant(s)/ Intending Allottee(s) declare and affirm that in case of joint allotment failure to pay by any of the Applicatint(s) 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.
- ii) Correspondence: The Applicant(s)/ Intending Allottee(s) shall get his/ her/ their complete address registered with the Company at the time of booking of the Office Space/ Unit and it shall be his/ her/ their responsibility to inform the Company by Registered Post/AD about all or any subsequent changes, if any, failing which all communications/ notices etc. sent at the first address as stated by the Applicant(s)/ Intending Allottee(s) in the Application shall be deemed to have been received by him/ her/ them. This is without prejudice to the stipulation that the Applicant(s)/ Intending Allottee(s) shall have to strictly comply with the schedule of payment mentioned in this application and the Applicant(s)/ Intending Allottee(s) shall be fully and

- solely responsible for any default in payment and the consequences that might arise there from. The Applicant(s)/ Intending Allottee(s) undertake to abide by all the laws, rules, regulations as may be applicable to the said Office Space/ Unit/ Building/ Complex.
- iii) Rights of Owner/Company: That the Company shall continue to have, as before, the right to make additions, raise storeys or put up additional structures as also to connect the electric, water, sanitary and drainage fittings on the additional structures/storeys with the existing electric, water, sanitary and drainage sources at its own cost as may be permitted by the Competent Statutory Authorities. Such additional structures and storeys shall be the sole property of the Company. The Applicant(s)/ Indending Allottee(s) hereby gives consent to the same and agrees that he shall not be entitled to raise any objection or claim at any time in respect thereof.
- iv) That the specifications of the Office Space/ Unit are subject to change as necessitated during construction. In such an event material of equally good quality shall be used.
- v) That the Company shall provide Fire Safety measures as per existing Fire/ Safety Code regulations. If, due to any subsequent legislation, Government order or directive or guidelines, or if deemed necessary by the Company, any further fire safety measures are required to be provided, the Applicant(s)/Intending Allottee(s) shall pay for the same, on pro-rata basis.
- vi) The Company has made clear to the Applicant(s)/Intending Allottee(s) that it shall be carrying out extensive development/construction activities for many years in future in the entire area falling outside the Said Complex in which the Said Office Space/ Unit is located and that the Applicant(s) shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any ,which may be suffered by the Applicant(s) due to such development/construction activities or incidental/related activities.
- vii) The Applicant(s)/Intending Allottee(s) agrees that the Company shall have the right to transfer ownership of the Said Complex in whole or in part to any other entity such as any partnership firm ,body corporate(s) whether incorporated or not ,association or agency by way of sale/disposal/or any other arrangement as may be decided by the Company without any intimation, written or otherwise to the Applicant(s)/Intending Allottee(s) and the Applicant(s)/Intending Allottee(s) shall not raise any objection in this regard.
- viii) That Applicant(s)/Intending Allottee(s) understands and agrees that it shall not have any right to transfer /assign this agreement in favour of any other person. Notwithstanding this restriction, the Company may at its sole discretion permit such assignment /transfer of the agreement in favour of a nominee on case to case basis subject always to payment of the transfer/ other charges as may be decided by the Company as well as execution of appropriate collateral documentation by the Applicant(s)/Intending Allottee(s) and the proposed assignee(s)/

transferee(s) to the complete satisfaction of the Company in the format finalised by it. In the event the Applicant(s)/ Intending Allottee(s) has/have obtained finance /loan against the said Office Space/ Unit from an financial institution /bank, no objection certificate /letter by such financial institution /bank shall be submitted in a format approved by it permitting /consenting to the requested assignment/ transfer by the Applicant(s)/ Intending Allottee(s). It is made clear that the Applicant(s)/ Intending Allottee(s) does not have any enforceable right to demand assignment/ transfer of its rights under the present application, the sole discretion of which rests with the Company and the Applicant(s)/ Intending Allotte(s)agrees that the Company is not bound to permit the requested assignment /transfer even though it may have done so in any other person's case previously or may do so subsequently. The Company at its absolute discretion shall be entitled to impose such conditions as it deems appropriate in case it proceeds to permit transfer to the Applicant(s)/ Intending Allottee(s).

- ix) That in case request for assignment/transfer of rights is permitted by the Company, it shall always be subject to the applicable laws, rules, regulations and the directions of the government. The Applicant(s)/ Intending Allottee(s) hereby undertakes to indemnify the Company and to keep it harmless at all times from any legal, monetary (including liability for any stamp charges, tax, penalty or duties etc.) or other adverse consequences whatsoever on account of such permission being accorded by the Company on the request of the Applicant(s)/ Intending Allottee(s).
- x) All taxes, whether levied or to be levied in future, on the land and/ or on the said Office Space/ Unit shall henceforth be borne by the Applicant(s)/ Intending Allottee(s).
- xi) The Applicant(s)/ Intending Allottee(s) agrees that the Company shall have the right to raise finance/loan from any financial institution / Bank by way of mortgage / charge / securitization of receivables of the Said Office Space/ Unit subject to the Said Office Space/ Unit being free of any encum-brances at the time of execution of sale deed. The Company / financial institution / Bank shall have the first lien / charge on the Said Office Space/ Unit for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the construction.
- xii) That the Applicant(s)/ Intending Allottee(s) shall not be entitled to insist for execution and registration of Conveyance Deed in his favour till such time it proceeds to make payment of all amounts payable to the Company as agreement to sell executed between the Applicant(s)/ Indenting Allottee(s). The Applicant(s)/ Intending Allottee(s) shall further be bound to execute the maintenance agreement prior to execution and registration of conveyance deed in its favour by the Company.

12. FORCE MAJEURE

Development & construction of BESTECH BUSINESS TOWERS is subject to force majeure clause,

which includes delay in completion of the project for any reason beyond the control of the Company e.g., non-availability of any building materials, war or enemy action or natural calamities or any act of God etc. In case of delay in delivery of possession as a result of any notice, order, rule, notification of the Govt./ Public or other Competent Authority or any reason whatsoever beyond the control of the Company and any of the aforesaid events, the Company shall be entitled to a reasonable extension of time.

13. JURISDICTION

Courts at Gurgaon alone shall have jurisdiction in all matters arising out of or touching and/or concerning this transaction.

DECLARATION

I/We have read and understood the above-mentioned terms and conditions, documents referred to therein and agree to abide by them.

Sole/ First Applicant's Signature			Name
Second Applicant's Signature			Name
Date:	/	ı	DI aco: