



**Application for Provisional Allotment of
Villa at "Luxe Villas" Sector- 70-A,
Gurgaon, Haryana.**

Application No

Dated / /

☐ **Semi-Finished Villa**

☐ **Finished Villa**

**Native Buildcon Pvt. Ltd. ("Company")
(A Joint Venture Company between BPTP Group and Institutional Investor)
BPTP Crest, Plot no. 15,
Udyog Vihar Phase – IV
Gurgaon - 122015**

I/We¹ wish to tender my expression of interest for the provisional allotment (as per the payment plan in Annexure A and price list in Annexure B hereof) of a finished/semi-finished "Villa" tentatively admeasuring sq. ft. (sq. mtrs.) of saleable area on floor ("Villa") in a building having two (2) dwelling units (i.e. Villa-I and Villa-II) ("Building"). The Villa-I comprises of basement and ground floor of the Building and the Villa-II comprises of first and second floor of the Building, which is more specifically delineated in "Annexure C" hereof. The said Building is constructed on plot area measuring sq. yds. (sq. mts.) approximately in your forthcoming project "Luxe Villas" at Visionnaire, Sector 70-A, Gurgaon (hereinafter referred to as "Project") being part of an Integrated Township measuring approximately 102.2 acres falling in revenue estate of Village Palra in Sector- 70 & 70-A, Gurgaon-Manesar Urban Complex, Gurgaon (Haryana) (hereinafter referred to as "Colony"), in respect of which Director General, Town and Country Planning has issued a License bearing no 15 of 2011 dated 07/03/2011 (hereinafter referred to as "License").

I/We herewith tender a sum of Rs. (Rupees _____ only) by Bank Draft / Cheque bearing no. dated / / as booking amount. In case of non-realization of complete booking amount, for any reason whatsoever, the Company shall forfeit the partial booking amount paid by the Applicant(s) and cancel the allotment after giving an opportunity to pay for the unrealized amount at the sole discretion of the Company.

I/We understand and agree that this application is a request for provisional allotment and the same does not constitute or create any right, title or interest whatsoever in my favour in respect of the Villa applied for, notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this Application. In the event the Villa is allotted to me, I agree to pay all installments and all other dues, charges and taxes including any enhancement or fresh incidence of tax in terms of the Payment Plan opted, as stipulated in this application or as may be required by law or demanded by the Company in future.

I/We understand and agree that by submitting this Application, I do not become entitled to the final allotment of Villa in the said Project and the allotment shall be confirmed only after signing of Villa Buyer's Agreement. I shall, in addition, sign and execute all necessary documents including but not limited to affidavits, undertakings and unequivocally agree to abide by the terms and conditions laid down therein. If, however, I fail to execute the necessary documents/affidavits, etc. including the Standard Villa Buyer's Agreement, within the stipulated time then this Application may be treated as cancelled at the sole discretion of the Company. If the Company cancels this Application, then on such cancellation, the booking amount along with any other amounts of non-refundable nature (as defined in the terms and conditions enclosed), paid by me shall stand forfeited. If for any reason whatsoever, the Company is not in a position to confirm and finally allot a Villa in the Project, the Company shall refund the amount deposited by me without any interest. I understand and agree that the Company shall have no other liability of any kind whatsoever except to refund the said amount.

I/We have been informed by the Company that the layout plan is revised periodically and the present allotment is part of licensed area under revision, such revision occurs at the time of amendment in the lay-out plan, zoning and demarcation plan. As per the current approved lay-out plan, certain plots are east facing, however, as per revised plan submitted with the department frontage of those plots is proposed facing west. I agree and undertake that if the facing of the Villa allotted to me is changed due to change in the layout plan, I shall have no objection whatsoever to such change.

I/We am tendering this Application with the full knowledge that the Company along with its associate/subsidiary/group companies/affiliate is in the process of developing the said Project.

I acknowledge and confirm that the Company has provided all information, clarifications and documents in relation to the said Project as was demanded by me and that I am fully satisfied with the same but I have relied on my own judgment and investigation in deciding to apply for provisional allotment of the said Villa in the Project. I have not relied upon and/or been influenced by any architect's plans, advertisements, brochures, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Company, or channel partners or otherwise including but not limited to any representations relating to the description or physical condition of the Project and/or the Villa sought to be allotted in the said Project. Further, the terms and conditions contained herein are self-explanatory and complete in all respects and nothing except stated herein shall be considered to be part of this Application.

I/We have read, clearly understood and agreed to abide by the terms and conditions enclosed with this application, including those relating to payment of sale consideration and other charges including delayed payment charges, forfeiture of the Earnest Money and deduction of any interest amount, due or payable, and/or any other amount of non-refundable nature, etc. as laid down in this application and its attachments. All the payments towards Development Charges, Preferential Location charges, Maintenance Charges, Service Tax and any other statutory charges, taxes, duties and levies or any enhancement or fresh incidence of tax, if any, shall be payable by the Applicant(s), as and when demanded by the Company or its designated maintenance agency for the said Project. The stamp duty, registration fee and miscellaneous charges towards registration of conveyance deed shall be paid extra by the Applicant(s).

I/We hereby understand that my eligibility to avail Subvention Scheme, if offered, shall be decided by the Bank/Financial Institution in their sole discretion and in accordance with their policies. If the Subvention Scheme is availed by me, I shall be liable to pay any amounts not covered by the bank funding and I shall not be eligible for any rebate/discount offered by the Company. I further understand that the Subvention Scheme offered by the Company is based on the interest rates applicable to individuals. I agree and understand that if a Villa is booked in the name of an Applicant other than an individual(natural person), any additional cost due to higher rate of interest shall be borne by such Applicant(s).

Notwithstanding anything contained herein, I/We understand and agree that the validity of this application shall be subject to realization of the amount tendered by me with this application.

All Details to be filled in block letters

(Starred points are mandatorily, to be filled up by Applicant(s))

1. SOLE OR FIRST APPLICANT

*Mr. ☐

Mrs. ☐

Ms. ☐

*S/W/D/of

*Nationality

*Age years, Professional ☐ Self Employed ☐ Service ☐

*Residential Status: Resident ☐ NRI ☐ PIO ☐

*Income Tax Permanent Account No.

*Mailing Address:

PIN

Phone No. Fax No.

Company Name

Office Address

PIN

Phone Nos.

*E-mail by Mobile :

Please affix
your
photograph
here

2. SECOND APPLICANT

*Mr. ☐

Mrs. ☐

Ms. ☐

*S/W/D/of

*Nationality

*Age years, Professional ☐ Self Employed ☐ Service ☐

*Residential Status: Resident ☐ NRI ☐ PIO ☐

*Mailing Address:

PIN

Phone No. Fax No.

Company Name

Please affix
your
photograph
here

Office Address

 PIN
 Phone Nos.
 *E-mail Mobile :

3. THIRD APPLICANT

*Mr. ☐ Mrs. ☐ Ms. ☐
 *S/W/D/of
 *Nationality
 *Age years, Professional ☐ Self Employed ☐ Service ☐
 *Residential Status: Resident ☐ NRI ☐ PIO ☐
 *Mailing Address:

 PIN
 Phone No. Fax No.
 Company Name
 Office Address

 PIN
 Phone Nos.
 *E-mail Mobile :

Please affix
your
photograph
here

(For additional Applicant(s) use separate sheet)(s)

- 4 The Cost of Property (“**COP**”) for the Villa shall comprise of Basic Sale Price (“**BSP**”), Development Charges (“**DC**”) and Preferential Location Charges (“**PLC**”)

The aforesaid Cost of Property does not include following charges/amounts, but the same shall be payable by the Applicant(s) as and when demanded by the Company:

- A. Recreational Facility Registration Charges (“**RFRC**”)
- B. Electricity connection charges (“**ECC**”)
- C. Electrification Charges (“**EC**”)
- D. Interest Free Maintenance Security Deposit (“**IFMS**”)
- E. Power back Installation Charges (“**PBIC**”)
- F. Water connection charges, sewer connection charge and road cutting charges are collectively called as Utility Connection Charges (“**UCC**”)
- G. Cost of construction of Sewerage Treatment Plant (“**STP**”)
- H. Any other charge (s) which the Company / Maintenance Service Provider may demand for providing any additional service/ amenity/ facility etc. or for up gradation of any existing service/ amenity/ facility etc.

*“**Development Charges**” or “**DC**” shall mean the amount charged by the Company from the Applicant(s) towards carrying out the developmental works inside or around the Project, including but not limited to the payment of the following:

- a. (i) External Development Charges (EDC) and Infrastructure Development Charges (IDC) as conveyed and/or demanded by the HUDA, DTCP or the Government of Haryana and any increase thereof, retrospectively or prospectively,
- (ii) Any interest paid and/or payable thereon to the concerned Authorities including any increase, retrospectively or prospectively,
- b. (i) Infrastructure Augmentation Charge (IAC) as conveyed and/or demanded by the HUDA, DTCP or the Government of Haryana any increase thereof, retrospectively or prospectively,
- (ii) Any interest paid and/or payable thereon to the concerned Authorities including any increase, retrospectively or prospectively,
- c. The cost of such other developmental works as may be undertaken by the Company within or around the Project that are not charged specifically elsewhere.
- d. Cost incurred by the Company on the capital invested in making the payment of any of the Development Charges. Such cost shall be determined at the rate of (SBI PLR + 5%), subject to upper ceiling of 18%.

5 Sales Organizer Details:

Name

Address

Partner Code:



Signature & Stamp

Dated / /

6 DECLARATION:

I the applicant do hereby solemnly affirm and declare that my application for allotment of a Villa with the Company is irrevocable and the allotment, if made by the Company, shall be binding upon me. The abovementioned particulars / information given by me are true and correct and nothing has been concealed there from. I hereby confirm and undertake that I have independently read and understood the terms and conditions of this application, which has been duly signed by me and I further undertake to abide by the same.

Date

Place:

First Applicant

Second Applicant

Third Applicant



FOR OFFICE USE ONLY

1 Villa Type:

Lower / Upper

Villa tentatively measuring

sq. ft.

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 (approx.)

sq. Mtrs.

--	--	--	--	--

 (approx.)

2 Tentative Saleable Area

sq. ft.

--	--	--	--	--

 (approx.)

sq. Mtrs.

--	--	--	--	--

 (approx.)

3 Plot Area

sq. yd.

--	--	--	--	--

 (approx.)sq. Mtrs.

--	--	--	--	--

 (approx.)

4 Cost of Property (“COP”):

I. Basic Sale Price ("BSP"): Rs

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 /-

ii. Development Charges ("DC"): Rs

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 /-

iii. Preferential location Charges (PLC), if applicable: Rs.

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 /-Total COP Rs

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5 PAYMENT PLAN:

Construction Linked Payment Plan ☐ / Down Payment Plan ☐ / Subvention Payment Plan ☐

6 Payment received vide Cheque/DD/Pay Order No. dated. / / for
Rs. /- from NRE NRO FC SB CUR CA

Account numbered

7 Provisional Booking receipt no.

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 dated

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 /

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 /

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RECEIVING OFFICER:

Name _____

Signature

Date

8 ACCEPTED 

REJECTED ☐

9 Remarks

Date:

D	D
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 /

M	M
---	---

 /

Y	Y	Y	Y
---	---	---	---

Place:

--	--	--	--	--	--	--	--

Cleared by Stock on

D	D
---	---

 /

M	M
---	---

 /

Y	Y	Y	Y
---	---	---	---

Authorized Signatory

BROAD BINDING TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION

A) Nature of these Terms and Conditions.

1. The Terms and Conditions given below have been thoroughly read, understood and agreed by the Applicant (s) and shall remain binding and enforceable on the parties in terms hereof. The said Terms and Conditions are also indicative of the broad content of the terms and conditions as will be more comprehensively and elaborately set out in the Villa Buyer's Agreement available at the Company's customer care center, and which shall supersede these terms and conditions on its execution.
2. These Terms and Conditions are applicable for the provisional allotment of a Villa at **"Luxe Villas"** at Visionnaire, being part of the said Colony. The Applicant(s) may opt for finished Villa wherein the Company shall complete the said Villa as per standard specifications or semi-finished Villa wherein basic column and beam structure shall be completed by the Company and the internal layout whereof shall be open for design and customization by the Applicant(s).

B) Verification and Sufficiency of Title.

1. The Applicant(s) has tendered this Application for provisional allotment of a Villa in the said Project with full knowledge of and subject to all the laws/notifications and rules applicable to this area in general and this Project in particular, including the limitations and obligations of the Company in relation to or in connection with the development/construction of Villas on the land on which the said Project is being developed.
2. The Applicant(s) has satisfied himself/herself that M/s Countrywide Promoters Pvt. Ltd, a company incorporated under the Companies Act 1956, having its registered office at M-11, Middle Circle, Connaught Circus, New Delhi-110001, along-with its associate/group companies and collaborating parties are the Owner/licensee in possession of the land approx. 102.2 Acres or thereabouts falling in revenue estate of Village Palra in Sector- 70 &70-A, Gurgaon("Entire Land")and is sufficiently entitled to develop, sell and deal with the said Colony proposed to be developed on the Entire land, in respect of which the Director Town and Country Planning, Chandigarh, Haryana has issued the License bearing number 15 of 2011 dated 07/03/2011. The Land Owners has authorized BPTP Ltd. ("BPTP"), to develop the said colony on the Entire Land and to sell, market, deal, negotiate, sign and execute agreement, conveyance deed etc. with the Applicant(s)/prospective purchasers/buyers at the rates and terms and conditions to be determined in its sole discretion and also to receive all payments and issue receipts thereof in its own name. In exercise of the aforesaid rights granted by Land Owners to BPTP, BPTP has further authorized the Company to undertake the development of the said Project over the portion of Entire Land and to sell, market, deal, negotiate, sign and execute agreement, conveyance deed etc. with the Applicant(s)/prospective purchasers/buyers at the rates and terms and conditions to be determined in its sole discretion and also to receive all payments and issue receipts thereof in its own name.
3. The Applicant(s) acknowledges that he/she has inspected the relevant documents/papers and is fully satisfied with the right, title and interest of the Owners/Licensee to the Entire Land and has understood all limitations and obligations of the Owners/Licensee in respect thereof. The Applicant(s) states and undertakes not to hereinafter raise objections with respect to the Owners/Licensee right/title/interest in the Entire Land.
4. The Applicant(s) has tendered this Application for provisional allotment of a Villa in the Project without relying

on any representations and assurances of the Company or any of its representatives or agents or channel partners and with full cognizance of the fact that the Company cannot provide oral representations and assurances, and has agreed to purchase the Villa from the Company on as is where is basis (which shall refer not only to the physical condition of the Land and Villa, their contents/inclusions at the time of this sale, but also to the condition of the title or other evidence of ownership and the extent and state of whatever rights , interests and participation over Said Land and Villa with the Company at the time of the Sale) without any recourse to warranties implied in terms hereof.

5. That the Applicant(s) understands and agrees that the allotment of the Villa shall be made by the Company on priority basis i.e. 'First-come-First basis' subject to receipt of full booking amount and scrutiny of the Application Form for provisional allotment. The Applicant(s) further understands and agrees that subject to the conditions mentioned herein, if the Applicant(s) has indicated any preference for the allotment of a Villa on any particular location, the allotment shall be made by the Company subject to the availability of the Villa in accordance with the preference indicated by the Applicant(s). It is hereby clarified that the allotment of the Villa shall be at the sole discretion of the Company.
6. That in case, the Applicant(s) has booked the Villa through a channel partner, the channel partner alone shall be responsible for any representations/promises/ commitments made by such channel partner to the Applicant(s), save and except as mentioned herein, and the Applicant(s) agrees that the Company shall not be responsible for any such representations/promises and / or commitments made by a channel partner to the Applicant(s).

C) Villa Buyer's Agreement; Consideration and Payment Obligations; Ownership Rights.

1. The Applicant(s) shall execute a Villa Buyer's Agreement with the Company within 30 days from the date of dispatch of such Agreement through registered post by the Company along with the affidavits, declarations and undertakings contained therein. If the Applicant(s) fails to execute and deliver the Villa Buyer's Agreement along with above mentioned documents to the Company within aforesaid stipulated period, then the allotment of the Applicant(s) may be cancelled at sole and absolute discretion of the Company and the Earnest Money and Non Refundable Amount (as defined hereinafter) paid by the Applicant (s) shall stand forfeited.
2. The Applicant(s) shall pay the Cost of Property for the Villa and other charges calculated by the Company on the basis of the saleable area and/or Plot Area (as applicable). The Saleable area shall mean the entire area enclosed by the periphery walls and shall also include areas under walls and columns, verandas, terraces, balconies, basement area, sunken courtyard and staircases, lift shafts, services shafts, elevation features, pergolas, overhead water tanks, underground water tanks, water body(ies), mumty, rain water harvesting pits, half the area of common walls with adjoining Villas, if any and shall also include covered / semi covered areas for car parking at the entrance of each villa, as applicable. The calculation of the saleable area of the Villa shall be more elaborately defined in the Villa Buyer's Agreement and the Applicant(s) affirms to be bound by the same. In addition, though not forming part of the computation of saleable area for which price is charged, the Applicant(s) shall be entitled to undivided proportionate share in the Plot on which the Villa is located.
3. The Applicant(s) confirms and represents that the Company has not indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever that the Applicant(s) shall have any right or title of any kind whatsoever, in any land, buildings, common areas, recreational and sporting facilities (if any) and common amenities in the Colony, save and except as mentioned herein. It is understood and agreed by the Applicant(s) that the said common areas and facilities within the Colony, shall remain un-

divided and no Applicant(s) or occupier of any other Villa or any person claiming under it/them shall be entitled to seek a partition or division of any part thereof.

4. The Applicant(s) understands and agrees that certain Villas in the Project attract Preferential Location Charges (“**PLC**”) for their locational advantage including but not limiting to park facing, corner Villa, two side open etc. as more specifically defined in the Schedule of Payment. The Applicant understands that a Villa may attract more than one PLC depending upon its locational advantage. The Applicant(s) undertakes to pay the Preferential Location Charges without any demur or protest, should a Villa inviting such charges be allotted to him/her.
5. The Applicant(s) agrees and undertakes to make payment of total sale consideration including Cost of Property (**COP**) and other charges as per the payment plan opted by the Applicant (s) or as per the demands raised by the Company from time to time in respect of the Villa. The Cost of Property (**COP**) shall comprise of Basic Sale Price (“**BSP**”), Development Charges (“**DC**”) and Preferential Location Charges (“**PLC**”). It is further understood and agreed that 15% of the aforesaid Cost of Property (**COP**) shall constitute “**Earnest Money**” being Rs. _____/- (Rupees _____ Only).
6. That the Applicant(s) agrees and undertakes to pay directly, or if paid by the Company, then reimburse to the Company, on demand any Municipal Tax, Property Tax, Service Tax, VAT, Enhanced DC including but not limited to EDC/IDC/IAC, WCT or any tax/charges, government levies including any Fresh Incidence of Tax or compensation as maybe levied by the Government of Haryana / Competent Authority/ Central Government, retrospectively or prospectively. If such charges are increased (with retrospective effect) after the conveyance/sale deed has been executed, then the Applicant(s) undertake(s) to pay the same upon intimation by the Company.
7. The Applicant(s) agrees that if the Government /concerned authority imposes any charges in respect of any other facilities as may be required or specified by the Government or DTCP, the same shall be payable by the Applicant(s) as and when demanded by the Company.
8. The Applicant(s) further understand(s) and agrees that in case the Applicant(s) fails to make payment of the amount against the first demand raised by the Company after booking of the Villa then in such event his application for booking in respect of said Villa shall be cancelled and the amount deposited by the Applicant(s) at the time of booking shall be forfeited. The Applicant(s) undertakes that he shall not raise any dispute or claim of any nature whatsoever in this regard.
9. That the Company proposes to make provision for installation of lift/elevator in Villa-II. The Applicant(s) understand(s) and acknowledges that the Applicant(s) may opt to get the lift/elevator installed by the Company or may choose to get the same installed as per his own requirement and bear the cost and expense towards the purchase and installation of the lift/elevator. In case the Applicant(s) opt(s) to get the lift/elevator installed by the Company, the Applicant(s) shall pay an amount of Rs. 15,00,000/- (Rupees Fifteen Lacs Only) to the Company as and when demanded by the Company. Further, the Company shall transfer all the warranties on as is where is basis received from the lift/elevator company with regard to the lift/elevator to the allottee of Villa-II. The Applicant(s) further understand(s) and agrees that the responsibility of operation and maintenance of the lift/elevator installed in the Villa-II lies with the allottee of the Villa-II.
- 10 The Applicant(s) understand(s) that the power back-up of 20KVA for each Villa will be provided and charged

by the Company @ Rs. 25,000/- per KVA. In the event the Applicant(s) desire(s) power back-up in excess of the aforesaid, then such power back up load shall be increased beyond the load indicated above, only upon receipt of written request and applicable charges from the Applicant(s) for the desired enhanced load. In such case each Applicant(s) shall be liable to pay additional Power back up charges @ Rs. 25,000/- per KVA.

11. The Applicant(s) understand(s), agree(s) and confirm(s) that the Basic Sale Price (subject to Escalation) is based on the price and cost of material and labour charges as prevailing thereto on and around the booking date (“**Start Date**”). If, however, during the progress of construction upto the date of offer of possession by the Company or the expiry of 36 months from the Start Date, whichever is earlier, there is an increase/ decrease in the price of the materials used in the construction work and/ or labour charges (hereinafter referred to as “**Escalation Charges**”), the same shall be recoverable/ payable respectively to the Applicant(s).

In order to ensure a fair and transparent methodology for computation of Escalation Charges, the Company shall take the respective Reserve Bank of India (RBI) indices as published in the RBI monthly bulletin for steel, cement, fuel & power, other building construction material and labour as the basis of such computation and the Applicant(s) agrees and accepts, that by choosing these independent RBI indices, the Company is ensuring the highest level of fairness and transparency. The respective RBI indices for the computation of escalation charges in the cost of construction and labour cost are as below:-

- Steel – index published as “Steel – Long in the category of Basic Metals, Alloys and Metal products”
- Cement – index published as “Cement and Lime in the category of Non-Metallic Mineral Products”
- Other building construction materials – index published as “all commodities in the index numbers of Wholesale Price in India”
- Fuel & power – index published as “Fuel & Power”
- Labour – index published as “Consumer Price Index Numbers for industrial workers”

It is further agreed by the Applicant(s) that if at any point during the period of construction, RBI stops publishing the above indexes due to any reason, the base index as well as the escalation index shall be derived from alternative indexed rates published by the Government of India or any national institute of repute.

It is mutually agreed and binding between the parties that 50% of the Basic Sale Price of the Villa, shall be treated as construction cost for the purpose of computation of Escalation Charges. It is further mutually agreed that within the above stated construction cost, the components of steel, cement, other construction materials, fuel & power, and labour shall be:

Steel	15%
Cement	10%
Other Construction Material	40%
Fuel & Power	5%
Labour	30%

The Escalation Charges shall be computed till the date of offer of possession by the Company or 36 months from the Start Date, whichever is earlier. The RBI indices for the month of the Start Date and for the month in which offer of possession is being made by the Company or 36 months from the Start Date, as the case may be, shall be taken as the opening and closing indices respectively, to compute the escalation.

The Company shall appoint a firm of Chartered Accountants to independently audit and verify the

computation of Escalation Charges done by the Company. Such audited and verified Escalation Charges shall be paid/ refunded (or adjusted), as the case may be, by/to the Applicant(s) at the time of offer of possession of their respective Villa by/to the Applicant(s). Escalation Charges, as intimated to the Applicant(s) shall be final and binding on the Applicant(s).

No possession shall be handed over to the Applicant(s) unless the Escalation Charges are paid in full. The Applicant(s) agrees and understands that any default in payment of Escalation Charges shall be deemed to be a material breach of the terms hereof and the Villa Buyer's Agreement and the Company shall be entitled to cancel his allotment of the Villa and the consequences as per the termination clause, mentioned herein, shall prevail

The formula for calculation of escalation charge is provided below:

Construction Cost X Weight of the Item X {(Closing Index - Opening Index) / Opening Index}

12. The Applicant(s) shall pay, as and when demanded by the Company, the stamp duty, registration, any other incidental or ancillary charges for execution and registration of the conveyance/sale deed of the Villa in favour of the Applicant(s), which shall be executed and registered upon receipt of the Cost of Property and other charges as may be payable or demanded from the Applicant(s) in respect of the Villa allotted to him/her/them.
13. Timely payment of installments as per the Payment Plan in Annexure A shall be the essence of this transaction. It shall be incumbent on the Applicant(s) to comply with the terms of payment and other terms and conditions of allotment. The Applicant(s) acknowledges that failure to adhere to the payment schedule and failure to make full and timely payment impacts the Company's ability to fulfill its reciprocal promises and obligations, including timely completion of construction, to the Applicant(s) and other customers and consequently prejudicially affects as well as results in the waiver and extinguishment of the Applicant's rights under these terms and conditions and the Villa Buyer's Agreement, including but not limited to the right to claim any compensation for delay in making offer for possession of the Villa, the right to require the Company to perform any of its obligations within a given timeframe and the cancellation of allotment amongst other rights. Accordingly, in the event that the Applicant(s) fails to strictly adhere to these terms and conditions and the Villa Buyer Agreement, such action shall amount to an material default of the terms hereof and the Villa Buyer's Agreement and notwithstanding the levy of the late payment interest, the Company would be entitled to terminate/cancel the allotment of the Applicant(s) and thereafter the Applicant(s) shall cease to have any right, title or interest whatsoever in the Villa and shall also be liable to forfeiture of earnest money deposit, non-refundable amounts(if any) in terms of clause "E" hereinbelow.
14. The Applicant(s) has specifically acknowledged to the Company that the allotment of the Villa shall be subject to strict compliance of bye laws, rules etc. that may be framed by the Company and or nominated Maintenance Agency for occupation and use of the Villa and such other conditions as per applicable laws. The Applicant(s) understands and confirms that the allotment of the Villa made shall not be construed as sale or transfer under any applicable law and the title to the Villa hereby allotted shall be conveyed and transferred to the Applicant(s) only upon his fully discharging all his obligations, including payment of the Cost of Property, other charges, interest, if any and only upon registration of the Conveyance/Sale deed in his favour and till then, the Company shall have the sole right to reallocate/ modify / change the Villa, as and when required, including without limitation the size, and that the Applicant (s) confirm(s) that he shall have no objection whatsoever in this regard.

15. The Applicant(s) shall use and occupy the Villa only for residential purpose only and in such manner and mode as may be provided in the Villa Buyer Agreement and/or other directives issued by the Company or its representatives/nominees or as prescribed by applicable laws.
16. Notwithstanding anything contained elsewhere in these Terms and Conditions and the Villa Buyer Agreement, it is expressly understood that timely payment of the installments as stipulated in the Payment Plan, payable in respect of the Villa shall continue and remain binding on the Applicant (s) unabated irrespective of any issues between the Applicant(s) and the Company with respect to any other matter contained in these Terms and Conditions and the Villa Buyer's Agreement.
17. That the Applicant(s) understands, agrees and undertakes that the Applicant(s) shall on his own apply directly to Dakshin Haryana Bijli Vitran Nigam ("**DHBVN**") / Haryana Vidyut Prasaran Nigam ("**HVPN**") / any other electricity distributing agencies for getting an electricity connection as per his own needs and requirement in respect to the Villa. The Company shall be responsible to provide / create only the electrical infrastructure comprising of High Side and Low Side Electrification works and allied infrastructure, the distribution networks through trenches, 11 KV Transformers, HT switch gears, LT panels, feeder panels & LV cables to feeder pillars and other required infrastructure as per the guidelines of DHBVN / HVPN or any other electricity distributing agencies and other conditions as per approved electrification plan. The Applicant(s) agree(s) and undertakes to pay charges for the aforesaid, i.e. Electrification Charges, to the Company or its nominated Maintenance Service Provider as provided herein. In such case, the Company or its nominated Maintenance Service Provider may install pre-paid meters for electricity and the Applicant(s) hereby agrees to pay the cost of said pre-paid electricity meter and installation charges thereof and agrees to abide by terms of usage thereof.
18. In the event the Company/Maintenance Service Provider lawfully arranges for bulk supply of electrical energy, the Applicant(s) herein agrees to abide by all conditions of the sanction of bulk supply including but not limited to waiver of the Applicant(s) rights to apply for individual / direct electrical supply connection directly from DHBVN or any other authority responsible for supply of electrical energy. The Applicant(s) also agrees and undertake(s) to sign, execute and affirm all other documents as may be required by the Company/Maintenance Service Provider, from time to time, for the purpose of availing the electricity supply/connection for the Applicant(s). The Applicant(s) agree(s) to pay the deposits, charges for bulk supply of electrical energy and any increase thereof, as may be demanded by the Company/Maintenance Service Provider from time to time. It is agreed by the Applicant(s) that the above said charges shall be in addition to the electrical consumption charges. The consumption charges shall include meter hire charges, charges for consumption of electricity plus transmission and distribution losses etc. It is further agreed and accepted by the Applicant(s) that the supply of electrical energy shall be subject to availability of the same with the Maintenance Service Provider, and the Applicant(s) herein shall not claim any loss or damage, whether direct or consequential, from the Company / Maintenance Service Provider, in the event of low/high voltage, low/high frequency, inconsistent or non-availability of the same for reasons beyond the control of the Company / Maintenance Service Provider.

D) Alterations and Exclusions.

1. The Applicant(s) understand(s) and acknowledge(s) that the Company is in the process of developing the Project in accordance with a lay out plan that has been duly approved by DGTCP for the Colony; however, the said lay out plan is subject to change upon receipt of additional licenses for additional area or any time before receipt of Completion Certificate (CC) in respect of the Colony from concerned authority. The building

plans, facing, position and numbering of the Villa/ Villa, designs and proposed specifications of the Villa are also subject to change till offer of possession by the Company. The Lay out Plan, building plans and specifications are indicative in nature and may undergo change during the course of development or as required by any statutory authority or by any government policy/statutory rules and regulations or for better efficiency to achieve the density of population as envisaged in any Master Plan or as advised by the architect or for the reasons of commercial expediency or due to force majeure circumstances or otherwise. The aforesaid changes may be suitably effected before offer of possession by the Company. The Applicant(s) hereby agree(s) and give(s) his/their consent to the Company to carry out the same and undertakes not to object the same at any point of time.

- a. If due to any of the aforesaid changes any Villa becomes preferentially located, revised COP/PLC (if applicable) shall be payable by the Applicant(s). If the said Villa ceases to be preferentially located, then in such an event the PLC already paid shall be adjusted in the final payment or else refunded to the Applicant(s) without any interest as the case may be. The Applicant(s) shall not raise any objection and shall have no claim monetary or otherwise of any nature whatsoever in this regard.
 - b. If due to any of the aforesaid reasons, or for any other reason whatsoever, the particular Villa which was allotted to Applicant(s) is not being constructed or in case of absolute deletion of the Villa in the Project, the Company shall allot an alternate Villa in the Project, subject to availability and the Applicant(s) shall be liable to pay or entitled to refund of the difference in the cost of property and other charges of alternate Villa, if any. If no alternate Villa is available, the Company will refund the amount paid by the Applicant(s) in full without any interest. The Applicant(s) understand and agrees that such allotment of alternate Villa or refund of the amounts paid by the Applicant(s) shall adequately and completely redress the Applicant(s) and the Applicant(s) shall have no claim against the Company whatsoever.
 - c. The Applicant(s) understands and agrees that due to abovementioned changes there may be increase or decrease in the originally booked plot area and/or the saleable area of the said Villa. The Applicant(s) confirms and agrees to pay increase in total sale consideration in case plot area and/or saleable area of the Villa is increased and the Company shall refund (without any interest) or adjust any amount which becomes due and payable to the Applicant(s) on account of reduction in the plot area and/or saleable area, in the manner hereunder:
 - i. If the area of the plot wherein the Villa is located, the Applicant(s) shall pay the amount of Rs. 1,00,000/- per sq. Yd. for the increased plot area. Likewise due to change in layout plan if the plot area decreases then the amount of Rs. 1,00,000/- per sq. Yd. for the decreased area shall be refunded/adjusted by the Company against the total sales consideration.
 - ii. If in future due to change in layout plan/Building Plans if the saleable Area of the Villa increases, the Applicant(s) shall pay proportionate BSP and other applicable charges for the increased saleable Area. Likewise due to change in layout plan/Building plan if the saleable Area decreases then proportionate BSP and other applicable charges for the decreased area shall be refunded/adjusted by the Company against the total sales consideration.
2. The Applicant(s) understands and agrees that the Company may carry out extensive developmental/construction activities in future in the entire area falling outside the plot of land on which said Villa is proposed to be constructed. The Applicant(s) has confirmed that he/she 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 him/her due to such developmental/construction activities or incidental/related activities. It is made clear by the Company and understood by the Applicant(s) that he/she shall have no right including right of ownership in the land(s), facilities and amenities, save and except as specified herein. All rights, interest and title in the land falling outside the Villa shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government, semi- Government, any other authority, body, any person, institution, trust and/or any local body(ies), which the Company may deem fit in its sole discretion. The Company relying on this specific undertaking of the Applicant(s) in this application may provisionally/finally agree to allot the Villa and this undertaking shall survive throughout the occupancy of the Villa by the Applicant(s), his/her legal representatives, successors, administrators, executors, assigns etc.

3. The Applicant(s) understand and agree that the Applicant(s) who has been allotted the Villa-I, shall have the exclusive right for usage only in respect to following:

- a. front and rear lawn in the building,
- b. courtyard
- c. designated parking areas in front of the entrance door
- d. unfettered access to the utility area on ground floor and water tank on mummy.

the aforesaid areas are more specifically delineated in Annexure C hereof. The Applicant(s) undertakes that, he shall not construct any structure temporary or permanent, whatsoever in the front or rear lawns or violate rules and regulations as may be applicable to the Villa.

4. The Applicant(s) understands and agree that the Applicant(s) who has been allotted the Villa-II shall have the exclusive right to use following:

- a. Designated parking area in front of entrance door.
- b. terrace area
- c. Access to the Villa-II

the aforesaid areas are more specifically delineated in Annexure C hereof. The Applicant(s) undertakes that, he shall not construct any structure temporary or permanent, whatsoever on the terrace or violate rules and regulations as may be applicable to the building, either by statutory Authorities or any association or agency responsible for maintenance of the Colony.

5. The Company may develop a community center/recreational facilities for recreational purposes in the Project. The Applicant(s) fully understands that any such facilities developed by the Company shall vest with the Company or it's nominee which shall have the exclusive right to deal with such facilities in any manner as deemed fit and proper by the Company. The right of usage of community center/recreational facilities, shall be limited to the Applicant(s) (and the occupants of the Project claiming under them) and their dependents or such other persons / entity as may be decided by the Company in its sole discretion within the Project or for the benefit of such other person as may be required under any law only and is subject to the fulfillment of the terms and conditions as may be stipulated by the Company. The Applicant authorizes the Company to formulate, at the Company's sole discretion, appropriate management structure and policies, rules and regulations for the said community center/recreational facilities and upon intimation of the formalities to be

complied, the Applicant(s) undertakes to fulfill/comply with the same.

E) Termination/Cancellation Rights.

1. As stated hereinabove that timely payment of each instalment of the Total Sale Consideration i.e. Cost of Property and other charges in terms of the payment plan as stated herein is the essence of this transaction. In case the Applicant(s) neglects, omits, ignores, defaults, delays or fails, for any reason whatsoever, to pay in time to the Company any of the instalments or other amounts and charges due and payable by the Applicant(s) as per the payment schedule opted or if the Applicant(s) in any other way fails to perform, comply or observe any of the terms and conditions on his/her part in the present Application/Villa Buyer's Agreement or commits any breach of the undertakings and covenants contained herein, the Company may at its sole discretion cancel the allotment and forfeit the amount of Earnest Money and Non-Refundable Amounts including but not limited to the interest due on delayed payments, deduction of brokerage paid by the Company to the broker in case the booking is made through a broker, application processing fees, any incentives etc. ("Non Refundable Amount") and other amounts of such nature. In the event the Company exercises its right to cancel the allotment, the Applicant(s):
 - a. shall be left with no right or interest in the said Villa and the Company shall have the absolute right to sell the said Villa to any third party.
 - b. shall approach the Company for the refund, if any, and the Company shall refund the balance amount, if any, to the Applicant(s) without any interest within (120) One Hundred Twenty Days from the date of sale of the Villa by the Company to any third Party.
2. However, in the event the Applicant(s) default(s) in making payment of any of the instalment or any other amount due as per the payment plan opted, the Company may at its sole and absolute discretion choose to grant time to Applicant(s) through a notice in writing and the Applicant(s) shall be liable to pay the outstanding dues together with interest @ 18% p.a compounded quarterly for the period of delay in making the payments as stipulated in the said notice. Further, any delay in making timely payment of the instalments by the Applicant(s) constitutes a material breach and render the Applicant(s) ineligible to claim delay compensation from the Company.
3. That the Applicant(s) understands confirms and agrees that in case of delayed payment of any installment, the payment so made by the Applicant(s) shall first be adjusted towards interest accrued on previous outstanding amounts and only thereafter the balance payment shall be adjusted towards the current outstanding amounts.
4. Notwithstanding the above, the Company may, at its sole discretion, choose to waive its right to cancel terminate the allotment / agreement. In such an event, the possession of the Villa may be offered to the Applicant(s) only upon payment, of all outstanding dues, penalties, holding charges, etc., along with interest at the rate of 18% (Eighteen percent) p.a. on the outstanding installments / demands till the date of actual payment.

F) Force Majeure and other Contingencies.

1. **"Force Majeure"** means any event or combination of events or circumstances beyond the reasonable control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which

adversely affects the Company's ability to perform including but not limited to the following :

- a. act of God i.e. fire, draught, flood, earthquake, epidemics, natural disasters;
 - b. explosions or accidents, air crashes, act of terrorism;
 - c. strikes or lock outs, industrial disputes;
 - d. non-availability of cement, steel or other construction/raw material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
 - e. war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
 - f. the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the company from complying with any or all the terms and conditions as agreed in these Terms and Conditions ; or
 - g. any legislation, order or rule or regulation made or issued by the Government or any other authority or if any Competent Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals/certificates for the Project /Villa/Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) becomes subject matter of any suit / writ before a competent court or; for any reason whatsoever;
 - h. Any event or circumstances analogous to the foregoing.
2. The Company shall not be held responsible or liable for not performing any of its obligations or undertakings provided herein if such performance is prevented due to Force Majeure conditions, as defined hereinabove.
 3. The applicant(s) agrees and understands that if the Force Majeure condition continues for a considerably long period such that the performance of this Application/ Villa Buyers Agreement becomes unviable, then the Company alone in its own judgment and discretion may terminate the Application/Agreement and in such case the only liability of the Company shall be to refund the amount paid by the Applicant(s) without any interest or compensation whatsoever. The Applicant(s) agree(s) that the Applicant(s) shall have no right or claim of any nature whatsoever and the Company shall be released and discharged of all its obligations and liabilities under this Allotment Application and/or Agreement.

G) Possession; Delay Compensation and Holding Charges.

1. Subject to, Force Majeure circumstances; intervention of Statutory Authorities and Applicant(s) having timely complied with all its obligations, formalities or documentation, as prescribed by Company and not being in default under any part hereof and Villa Buyers Agreement, including but not limited to the timely payment of installments of the Cost of Property and other charges as per the payment plan opted, Stamp duty and registration charges, the Company proposes to offer possession of the Villa to the Applicant(s) within a period of 36 months from the execution of Villa Buyer Agreement ("**Commitment Period**"). The Applicant(s) further agrees and understands that the Company shall additionally be entitled to a period of One Eighty (180) days ("**Grace Period**") after the expiry of the said Commitment Period for making an offer of possession of Villa.
2. In case the applicant has opted for semi-finished Villa the Applicant(s) must complete the internal construction and finishing work, as per his own design/plan, in the said Villa definitely within a period of 12months from the date of intimation of completion of structural work by the Company which will be the date of offer of possession. The Applicant(s) further agrees that during the internal construction and finishing work the Applicant(s) shall use the areas earmarked/designated by the Company/Maintenance Agency for mobilizing Applicant(s) men and material and shall not cause any damage to the common areas of the Building / Colony. The Applicant(s) agrees and confirms that during internal construction, he/she shall be

solely responsible for compliance with all applicable laws, rules and regulations, in particular building bye-laws and zoning norms.

3. Subject to Force Majeure and the conditions contained hereinabove, if the Company fails to offer possession of the said Villa to the Applicant(s) by the end of the Grace Period, it shall be liable to pay to the Applicant(s) compensation ("**Delay Compensation**") for every month of delay until the company makes offer of possession of the said Villa to the Applicant(s). In the event the Applicant(s) has delayed in making payment of any of the installment as agreed herein, irrespective of the fact that the payment has been accepted along with interest by the Company, same shall constitute a material breach and will render the Applicant(s) ineligible to seek the Delay compensation. The Delay Compensation shall be calculated at the following rate:
 - a. Rs. 10 (Rupees Ten only) per sq.ft. per month of the saleable area of the Villa for the first six (6) months of delay;
 - b. Rs. 20 (Rupees Twenty only) per sq. ft. per month of the saleable area of the Villa for the next six (6) months of delay after the first six (6) months;
 - c. Rs. 30 (Rupees Thirty Only) per sq. ft. per month of the saleable area of the Villa for any further delay beyond one year.

The Applicant(s) shall not be entitled to any other Compensation or penalty, direct or indirect losses, interest etc. for delay in making offer for possession of the Villa by the Company. In particular, after filing an application for grant of Occupation Certificate (OC), Company shall not be liable for any delay in grant thereof by the competent authority and such delay shall proportionately extend the Commitment Period. It is hereby clarified that if the Applicant(s) opts to purchase the Villa under subvention payment plan, the Applicant(s) shall not be entitled for the Delay Compensation. Further, in the event any delayed compensation is payable in terms of this clause and the Villa Buyer Agreement the original allottee only shall be eligible for such claim.

4. Notwithstanding any other provisions stated herein as well as in the Villa Buyer Agreement, the Applicant(s) agree(s) that if for any reason whatsoever he fails, ignores or neglects to take over the possession of the Villa in accordance with the notice for offer of possession of the Villa sent by the Company, Applicant(s) shall pay Holding Charges on following rates:
 - a. Rs. 10 (Rupees Ten only) per sq. ft. per month of the saleable area of the Villa for the first six (6) months of delay;
 - b. Rs. 20 (Rupees Twenty only) per sq. ft. per month of the saleable area of the Villa for the next six (6) months of delay;
 - c. Rs. 30 (Rupees Thirty Only) per sq. ft. per month of the saleable area of the Villa for any further delay.

Till the time Applicant(s) takes over the possession of the Villa the Holding Charges shall be a distinct charge in addition to the maintenance charges and not related to any other charges/consideration as provided in these Terms and Conditions and the Villa Buyer Agreement.

H) Withdrawal/Surrender; Transfer.

1. The Applicant(s) has fully understood and agree(s) that in case the Applicant(s) cancel(s), withdraw(s) or surrender(s) his allotment, for any reason whatsoever at any point of time, then the Company at its sole discretion, shall be within its right to forfeit Earnest Money and Non- Refundable Amounts, paid by the Applicant(s). The Applicant(s) shall approach the Company for the refund, if any, and the Company shall refund the balance amount (i.e. the refundable amount left, after deducting the Earnest Money and Non-

Refundable Amounts, if any, to the Applicant(s) without any interest and compensation within (120) One Hundred Twenty Days from the date of sale of the Villa by the Company to any third Party.

2. That the Applicant(s) understands and agrees that the Company shall not entertain any transfer / nomination / assignment request until 1 (one) year from the date of booking of the said Villa. The transfer / nomination / assignment shall be allowed at the sole discretion of the Company, upon payment of charges as applicable from time to time, who may grant or refuse permission and also subject to the conditions/compliances as may be required to be fulfilled by the Applicant(s) as a pre-condition for such permission including but not limited to:
 - a. every application for substitution of the name of the nominee(s) of the Applicant(s) in its place shall be made in writing in the format prescribed by the Company
 - b. execution of a fresh agreement and timely payment by the nominee(s) of the Applicant(s) with the Company,
 - c. submitting of all requisite documents, payment of administrative charges as applicable for the time being in force as per policy of the Company
 - d. furnishing all such affidavits, undertakings, indemnity bonds and other documents as may be deemed necessary by the Company for granting such permission.
 - e. the Applicant(s) and/or their nominees shall at all times be responsible for payment of all statutory dues and taxes in relation to any transfer/nomination of Villa.
 - f. In the event of nomination of any person as the nominee(s) of the Applicant(s), such person as nominee(s) shall abide by all the terms and conditions stipulated herein and the letter of allotment or any other document executed in this respect.
3. The Applicant(s) agrees and confirms that in case the Applicant (s) transfers his allotment of the said Villa in the name of the nominee(s)/assignee(s)/transferee(s) in any manner whatsoever without the prior permission/approval of the Company, the same shall be treated as null and void and such transfer shall not be binding on the Company.
4. That the Applicant(s) understands that any transfer shall only be in the manner prescribed by the Company and as per the Company's procedure/policy including charges that may be levied by the Company for registering the transfer, which the Company may change from time to time in its sole discretion. The Company shall not be bound to recognize any agreement of sale, power of attorney or any other arrangement regarding any such transfer/s if it is in conflict with applicable laws and policy.

I) Maintenance Agency; Association/Society of Owner's.

1. That the Company shall nominate/appoint the maintenance service provider or any other agency or entity ("**Maintenance Service Provider**") in order to secure adequate maintenance services and upkeep of the common services, facilities and infrastructure in the Project/Colony, till such time, the same is taken over by the Owner's Association or the Local Authorities as the case may be. The Applicant(s) hereby agrees and undertakes to execute the Maintenance Service Agreement ("**Maintenance Agreement**") in the standard format prescribed by the Maintenance Service Provider/ Company, which is applicable to all the Villa owners and the maintenance charges shall be elaborately described therein (the applicant can visit the company for the standard format of the Maintenance Agreement). Due execution of the Maintenance Agreement shall form a condition precedent to handing over the possession and/or conveyance of the said Villa. Further, the Applicant(s) hereby undertake(s), to deposit with the Company/Maintenance Agency/Association, as per the Schedule of Payment, and to always keep deposited, Interest Free Maintenance Security (IFMS), to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills,

charges as may be raised by the Maintenance Service Provider from time to time. Refusal to execute the Maintenance Agreement by the Applicant(s) shall also entitle the Company to terminate the allotment and forfeit the earnest money and non-refundable amounts.

J) Other Terms and Conditions.

- 1. Authorization to Raise Finance/Loan:** The Applicant(s) hereby agrees that the Company shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of his respective Villa or the receivables, if any, accruing or likely to accrue therefrom, subject to the Villa being made free of any encumbrances at the time of execution of the conveyance/sale deed in favour of the Applicant(s) or his nominee. In case any NOC is required from the lender bank/financial institution for the purpose of processing home loan of the Applicant(s), the Company shall arrange such NOC. The Company/financial institution/bank shall always have the first lien/charge on the Villa for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the development of the said Project.
- 2. Home Loan Obligations:** The Applicant(s) have represented and warranted to the Company that the Applicant(s) is fully capable to make all the payments out of his own resources towards the purchase and maintenance of the Villa as and when demanded by the Company / Maintenance Service Provider. The Applicant(s) understand and agree that he will apply for the Home Loan, if required, to any Bank/Financial institution at his sole discretion and responsibility and in accordance with the policy as formulated by the said Bank / Financial institution. In the event the Applicant (s) chooses to obtain finance from any Bank / Financial institution or any other source, it is clearly understood by the Applicant (s) that the Applicant(s) obligation to purchase the said Villa and make timely payments of the installments and other amounts as per the payment plan opted shall not be contingent to the Applicant (s) ability or competency to obtain such financing/loan and the Applicant (s) will remain bound herein whether or not the Applicant (s) has been able to obtain financing/loan for the purchase of the said Villa. The Applicant(s) agree and understand that it shall not be the responsibility or liability of the Company to make arrangements or facilitate in any manner whatsoever in the sanctioning and disbursement of said Loan to the Applicant(s).

The Applicant(s) undertakes to provide no objection certificate from the financial institution / bank from whom the Applicant(s) may have obtained the loan facility, prior to the execution and registration of the Conveyance Deed of the Villa, to the Company and only on receipt of such no objection certificate from financial institution / bank, the Company shall execute and register the Conveyance Deed of the Villa in favour of the Applicant(s).

- 3. Indemnification:** The Applicant(s) undertakes to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant(s). This is without prejudice to any to any other remedy provided herein and / or available in law.
- 4. Up-keep Obligation:** Applicant(s) agrees and undertakes that he shall maintain the Villa at his own cost in a good condition and shall not do or cause to be done anything in or around the Villa which may be against the rules or bye-laws of the Municipal Corporation or any other Authority. The Applicant(s) agrees and undertakes not to carry out any changes in the colour scheme of the exterior/façade of the Villa and that he shall not put up any structure, whether temporary or permanent, to cover the open areas including the front and rear lawns of the Villa in any manner. Furthermore, the Applicant(s) undertake(s) not to do or cause to be

done any act which might harm the stability of structure provided by the Company. In particular, he shall not alter or damage the shell structure of the Villa including beams and columns. In case the Applicant(s) does any act in contravention of this clause, the Company / Maintenance Agency are entitled to initiate appropriate proceedings as it may be deemed fit and/or for recovery of any damages, costs and expenses incurred to restore the Villa to its original position and/or levy any penalties or take other remedial actions.

- 5. Compliance with Laws:** It is made abundantly clear that in respect of all remittances related to acquisition/transfer of the Villa it shall be the sole responsibility of non-resident/Person of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 (“**FEMA**”) or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India (“**RBI**”) or any other applicable law and provide the Company with such permissions, approvals, etc., which would enable the Company to fulfill its obligations under the present Application and Villa Buyer's Agreement. Any refund, transfer of security, if provided in terms of the this Application and/or Villa Buyer's Agreement, shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the RBI or any other applicable law. In the event of any failure on the Applicant's part to comply with the provisions of FEMA or statutory enactments or amendments thereof and the rules, regulations and guidelines issued by RBI or any other applicable law, the Applicant(s) shall be solely liable for any action that may be taken by the competent authorities in this regard, without any liability/responsibility on the Company and the Applicant(s) shall keep the Company fully indemnified for any harm or injury caused to it due to any reason whatsoever in this regard. Whenever there is a change in the residential status of the Applicant(s), subsequent to the signing of this application, it shall be the sole responsibility of the Applicant(s) to intimate the same in writing to the company immediately and comply with all the necessary formalities, if any, under the applicable laws.

The Applicant (s) is executing the present Application Form for the allotment of a Villa with the full knowledge of all applicable laws and/or any statutory amendments thereof, regulations, notifications, circulars, government directives as applicable to the said Project/Colony or any amendment thereof.

- 6. Joint Applications:** In case there are joint Applicant(s) all communications shall be sent by the Company to the Applicant whose name appears first and at the address given by the Applicant which shall for all intents and purposes be considered as properly served on all the Applicants. However, the Joint Applicants agree that they shall remain jointly and severally liable to the Company for their entire obligations.
- 7. Notices:** The Applicant(s) shall inform the Company in writing of any change in the mailing / email address mentioned hereinabove either by registered post or by way of an email addressed to customercare@bptp.com along with address proof of the new address, failing which all demands, letters, notices etc. by the Company shall be sent to the correspondence address and/or email address given in the Application / Villa Buyer Agreement and shall be deemed to have been received by the Applicant(s).

Any Notice sent to the Party to whom it is addressed shall be sent on the address as provided in this Application or on its last recorded address with the other party and the same shall be deemed to have been delivered (i) if given or sent by the Speed Post /registered post 5 calendar days after posting; (ii) if given by personal delivery at the time of delivery; (iii) if given or made by Fax, upon receipt of a transmission report confirming dispatch, (iv) if sent by e-mail, at the time of confirmation of transmission recorded on the sender's computer.

- 8. Reservation of Rights by Company:**

a. It is specifically understood by the Applicant(s) that this Application is purely on a tentative basis and the

Company, at its sole discretion, may decide not to allot any or all Villas to anybody or altogether decide to put at abeyance, the Project itself for which the Applicant(s) shall not raise any dispute or claim any right, title or interest on the acceptance of the Application and receipt of initial token/booking money being received by the Company with the Application from. In such case, the Applicant(s) shall be entitled to refund of the entire amount without any interest. Further, the provisional and/or final allotment of the Villa is entirely at the discretion of the Company and the Company has a right to reject any allotment without assigning any reasons whatsoever.

- b. The Company reserves the right to transfer ownership of the Project in whole or in parts to any other entity such as a partnership firm, body corporate, whether incorporated or not, association or agency, by way of sale/disposal or any other arrangement whatsoever, as may be determined by the Company in its sole discretion and the Applicant(s) undertakes not to raise any objection in this regard. However, the rights of the Applicant(s) vis-a-vis the Villa will not be affected in any manner whatsoever.
 - c. Neither the forbearance, failure nor any delay by the Company in exercising any right, power, or privilege under terms and conditions of this Application and the Villa Buyer's Agreement and/or any communications or reminders to the Applicant(s) and/or exercise of any single or individual remedy/ies where multiple remedies are available to the Company shall operate as acquiescence, condonation or waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege available to the Company contractually or under law. No such waiver will be deemed, or will constitute, a continuing waiver unless otherwise expressly so provided.
- 9. Information and Authorization:** The Applicant(s) should correctly mention his/her Permanent Account Number (“**PAN**”) in the Application form. However, if the same is not provided then the Application may be summarily rejected. The Application form should be signed by the Applicant(s), or his/her Registered Power of Attorney holder, who want(s) to purchase the Villa in the Project. Similarly, in the case of Company applying for the Villa, execution should be through an authorized person enclosing an authority letter/board resolution.
- 10. Payment Terms; No Third Party Rights:** The Company shall accept all payments from the Applicant(s), unless specified otherwise in writing by the Company, by way of demand draft/ A/c Payee cheque payable at par at Delhi or by way of an electronic transfer in favour of “**M/s Native Buildcon Private Limited**” in an Account bearing no. 0411150028, Kotak Mahindra Bank or in favour of such subsidiary / associate company as may be advised by the Company. All payments shall be subject to their actual realization in the aforesaid account. In case of payment through cheque the date of tendering the cheque shall be deemed to be date of payment of the installment and in case of payment through NEFT/RTGS the date of debit from the Applicant(s) account shall be deemed to be the date of payment of an installment. Further, the Company may, on specific request from the Applicant(s), chose to accept payments / remittances from a third party provided that the Company shall not be responsible towards such third Party in any manner whatsoever and such third party shall have no right whatsoever in the application/allotment of the said Villa applied for. The Company shall issue receipts for payment in favor of the Applicant(s) only. The Applicant understands, acknowledges and confirms that he/she is liable to deduct an amount equivalent to 1% of the payments made or at such other rates, as may be prescribed by the Income Tax Authorities (“**TDS**”) on the properties with a total value of more than or equal to Rs. 50,00,000/- (Rupees Fifty Lakhs only) and deposit the said TDS online with Income Tax Authorities. Further, the Applicant hereby undertakes to duly submit with the Company such certificate within 15 days of remitting TDS with Income Tax Certificates.

11. No Payment Request Obligation: In respect of time-linked payment obligations and owing to the nature of such payments being linked solely to specified time, the Applicant(s) understands that the Company is not required to send reminders/notices to the Applicant(s) for making payments of the installments/amounts due from the Applicant(s) as set out in this Application and/or the Villa Buyer's Agreement and the Applicant(s) is responsible for complying with all its obligations on its own. Accordingly, all rights, privileges and duties and obligations to the Company will be governed in accordance with these Terms and Conditions and the Villa Buyers Agreement and the courtesy of the Company in serving reminders upon the Applicant(s) does not provide the Applicant(s) any independent cause of action or rights and privileges. The Applicant(s) agrees that he shall continue to make the payments of the amounts due from him/her as per the payment schedule set out in this Application and/or the Villa Buyer's Agreement.

12. Alterations/Amendments: The Company shall not be bound by any hand written annotations or any other amendments/alterations/modifications other than what is in a final printed version. In the event any Application is received with any hand written annotations or any other amendments/alterations/modifications made by the Applicant(s), such Application shall immediately stand cancelled and the processing fee of Rs. 25,000/- and service tax deposited to government, if any, will be forfeited. However, the Company may, in its sole discretion, choose to send new Application Form to the Applicant(s) and the processing fee in such an event shall become due and payable again by the applicant(s).

13. Interpretation: That for all intents and purposes and for the purpose of the Terms and Conditions set out herein, singular includes plural and masculine includes the feminine gender.

14. Disputes: All or any disputes arising from or out of or touching upon or in relation to the terms of this application form including its termination, interpretation and validity of the terms thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, or any statutory amendments, modifications or re-enactment thereof for the time being in force. A Sole Arbitrator, nominated by the Company, shall hold the arbitration proceedings in New Delhi. The arbitration proceedings shall be held in English language and decision of the Arbitrator including but not limited to costs of the proceedings/award shall be final and binding on the parties. The Courts at Gurgaon alone shall have the jurisdiction in all matters arising out of/touching upon and/or concerning this Application and/or Villa Buyer Agreement regardless of the place of execution of this Application.

I/We have fully read and understood the Terms and Conditions and agree to abide by the same. I/We have sought all clarifications that I/we required with respect to the terms, conditions and representations made by the Company and the Company has readily provided the same to me/us. I/We have now signed and paid all monies herein after being fully aware of all my/our liabilities and obligations.

Date:

Place:

First Applicant

Second Applicant

Third Applicant

ANNEXURE A

PAYMENT PLAN

Please tick (✓) the payment plan opted:

SUBVENTION PAYMENT PLAN ☐

CONSTRUCTION LINKED PAYMENT PLAN ☐

DOWN PAYMENT PLAN ☐

SUBVENTION PAYMENT PLAN

Milestone Description	BSP	DC	PLC	Other Charges^^	Funded by
Booking amount	Rs. 25 Lacs (inclusive of Service Tax)				Customer
Within 60 days of booking	Complete 20%	20%	20%		Customer
On start of construction	25%	25%	25%		Bank
On casting of ground floor roof slab	15%	15%	15%		Bank
On casting of top floor roof slab	15%	15%	15%		Bank
On completion of brick work	20%	20%	20%		Bank
On offer of possession	5%	5%	5%	100%	Customer
^^ Please refer to the application form for details on other charges					

Note: Milestones are concurrent & may not be sequential

CONSTRUCTION LINKED PAYMENT PLAN

Milestones Description	BSP	DC	PLC	Other Charges^^
Booking amount	Rs. 25 Lacs (inclusive of Service Tax)			
Within 60 days of booking	Complete 20%			
Within 120 days of booking	5%	25%	25%	
Within 150 days of booking	5%	25%	25%	
On start of construction	7.5%	25%	25%	
On casting of basement roof slab	7.5%	25%	25%	
On casting of ground floor roof slab	7.5%			
On casting of first floor roof slab	7.5%			
On casting of top floor roof slab	10%			
On completion of brick work	10%			
On completion of external plaster	10%			
On offer of possession	10%			100%

^^ Please refer to the application form for details on other charges

Note: Milestones are concurrent & may not be sequential

DOWN PAYMENT PLAN (DISCOUNT AS APPLICABLE)

Milestones Description	BSP	DC	PLC	Recreational Facility Registration Charge (RFGC)	Other Charges^^
Booking amount	Rs. 25 Lacs (inclusive of Service Tax)				
Within 45 days of booking	Complete 20%	20%	20%		
Within 90 days of booking	70%	80%	80%	100%	
On offer of possession	10%				100%
^ ^ Please refer to the application form for details on other charges					

POSSESSION LINKED PAYMENT PLAN

Milestone Description	BSP	DC	PLC	Other Charges^^
Booking amount	Rs. 25 Lacs (inclusive of Service Tax)			
Within 120 days of booking	Complete 30%	30%	30%	
On completion of second floor slab	30%	30%	30%	
On application of OC	20%	20%	20%	
On offer of possession	20%	20%	20%	100%
^ ^ Please refer to the application form for details on other charges				
Note: Milestones are concurrent & may not be sequential				

NOTE:

- i. Other Charges: PBIC + IFMS + ECC + EC + UCC + STP + RFGC + Lift charges (if applicable) + Stamp Duty + Registration Charges+ Administrative Charges+ Other applicable charges (If Any)
 - ii. Service tax shall be payable extra by the Applicant(s), as applicable.
 - iii. The subvention Scheme will be available from _____ till _____, 2014 only, and would be extended at the sole discretion of the company.
 - iv. Under subvention scheme, Interest on bank loan till offer of possession of the said Villa will be borne by the Company.
- The installments as prescribed Subvention and Construction Linked Payment Plan may not be in sequential order and there may be more than one installment concurrently.

ANNEXURE B

Price List

The Cost of Property for the Villa at “Luxe Villas” shall comprise of:

- A. Basic Sale Price (“BSP”) _____/- per sq. ft. to be calculated on saleable area of the Villa
- B. Development Charges (“DC”) @ Rs. 5,749/- per sq. yd. to be calculated on Plot Area of the Villa.
- C. Preferential Location Charge (“PLC”), as applicable due to the locational advantage of Villa, as per the table below. However, the total PLC for a Villa shall not exceed 20% of BSP.

Preferential Location Charges (PLC's) on BSP	
Park	20%
15mtrs. road	5%
Sector Road	10%
2 side Open	10%
Buffer Road Corner	3%
East Facing	5%
North East Facing	5%
North Facing	5%
Corner	10%
24 mtrs. wide road	10%

Total amount payable for PLC: _____/- by _____ Lift charges: _____/-

The aforesaid Cost of Property (“COP”) does not include following charges/amounts, but the same shall be payable by the Applicant(s) as and when demanded by the Company:

- A. Recreational Facility Registration Charge (“RFGC”) @ Rs. 3,00,000/- per Villa.
- B. Interest Free Maintenance Security Deposit (“IFMS”) @ Rs. 50/- per sq. ft. to be calculated on saleable Area of the Villa.
- C. Power back up installation charges (“PBIC”) @ Rs. 25,000/- per KVA
- D. Electricity connection charges (ECC) and Electrification Charges (EC) shall be charged extra and will be communicated at the time of offer of possession.
- E. Lift Charges for Villa-II (optional) @ Rs. 15,00,000/-
- F. Water connection charges, sewer connection charge and road cutting charges are collectively called as Utility Connection Charges (“UCC”) to be communicated at the time of offer of possession.
- G. Cost of construction of Sewerage Treatment Plant (“STP”) shall be charged extra and will be communicated at the time of offer of possession.
- H. Any other charge (s) which the Company / Maintenance Service Provider may demand for providing any additional service/ amenity/ facility etc. or for up gradation of any existing service/ amenity/ facility etc.

ANNEXURE C

Layout of the Villa



LUXÉ VILLAS

by



culture}movement

Documents to be submitted along with the Application form

Mandatory to affix Photographs in designated areas in the Application form towards all mentioned below categories.

Mandatory to submit address proof of all applicants

Indian Resident:

- Copy of PAN Card.
- Passport size photographs for each applicant.
- Self-attested copy of latest mobile bill (Last three month)
- Copy of address proof of all applicants.

Partnership Firm:

- Copy of PAN card of the firm.
- Copy of partnership deed.
- In case one of the partners has signed the application for provisional allotment, an authority letter from the other partners authorizing the said person to act on behalf of the firm.
- Self-attested copy of latest mobile bill (not more than three months old)

Private Limited & Limited Company:

- Copy of PAN card of the company.
- Articles of Association ("AOA") & Memorandum of Association ("MOA") duly signed by the Company Secretary.
- Board resolution authorizing the signatory of the Application for provisional allotment to buy property on behalf of the company.
- Latest Form 18 (address proof) & Form 32 (List of director)

Hindu Undivided Family (HUF):

- Copy of PAN card of HUF.
- Authority letter from all co-parcenors of HUF authorizing the Karta to act on behalf of HUF.
- Self-attested copy of the latest mobile bill (not more than three month old)

NRI/Foreign National of Indian Origin:

- Copy of passport / PIO Card.
- NRI/PIO/Certification by Indian embassy of country of residence
- In case of demand draft ("DD"), the confirmation from the banker stating that the DD has been issued from the proceeds of NRE/NRO/FCNR account of the applicant.
- In case of a cheque, all payments should be received from the NRE/NRO/FCNR account of the applicant.