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**BPTP LIMITED**  
**Application for Provisional Allotment of**  
**Independent Residential Floor/Unit**  
**at sector – 70 & 70-A, Gurgaon, Haryana.**

**Application No.:** .....

**Date:** .....

[       ] **Semi-Finished Floor/Unit**                      [       ] **Finished Floor/Unit**

(PLEASE FILL IN ALL DETAILS IN CAPITAL LETTERS)

**BPTP Ltd.**  
**M-11, Middle Circle,**  
**Connaught Circus,**  
**New Delhi -110001.**

Dear Sir(s)/Madam(s),

I wish to tender my expression of interest for the provisional allotment of "Finished/Semi-Finished Independent Residential Floor/Unit" bearing number \_\_\_\_\_ tentatively admeasuring \_\_\_\_\_ sq. ft. (\_\_\_\_\_ sq. mtrs.) of super built-up area on \_\_\_\_\_ floor ("Unit"), of a building having stillt plus three (3) levels/floors (i.e. first, second and third) ("Building") constructed on a plot measuring \_\_\_\_\_ sq. yd. (\_\_\_\_\_ sq. mtrs.) approximately in your forthcoming Integrated Township of approx. 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 /Project") , 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"), as per the Payment Plan in Annexure A and Price List in Annexure B hereof.

I herewith tender a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) by Bank Draft/Cheque dated \_\_\_\_\_ as booking amount. In case of non-realization of complete booking amount, for any reason whatsoever, BPTP Limited (hereinafter referred to as the "Company" / "BPTP") shall forfeit the partial booking amount paid by the Applicant(s) and cancel the allotment.

I understand and agree that this application is a mere request for provisional allotment and the same does not constitute or create any right, title or interest whatsoever in my favor in respect of the Floor/Unit 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 Floor/Unit 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 understand and agree that merely by submitting this Application, I do not become entitled to allotment of Floor/Unit in the aforementioned Project and the allotment shall be confirmed only upon signing of Floor 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 Floor Buyer's Agreement within the stipulated time, this Application shall 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, paid by me shall stand forfeited. If for any reason whatsoever, the Company is not in a position to confirm and finally allot the Floor/Unit in upcoming 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 and I absolve the Company.

I am tendering this application with the full knowledge that the Company along with its associate/subsidiary/group companies/affiliates is in the process of developing the said Project and shall endeavor to confirm the allotment of Floor/Unit on first come first served basis, in accordance with floor preference indicated by me, in due course of time, subject to availability.

I acknowledge and confirm that the Company has provided all information, clarifications and documents in relation to the forthcoming Project as was demanded by me and that I am fully satisfied with the same. I have relied on my own judgment and investigation in deciding to apply for provisional allotment of the said Floor/Unit in the forthcoming 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 the Company, or channel partners or otherwise including but not limited to any representations relating to the description or physical condition of the forthcoming Project and/or the Floor/Unit 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 have read, clearly understood and agreed to abide by the terms and conditions of 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. All the payments towards Development Charges, Preferential Location charges, Maintenance Charges, Service Tax and any other statutory charges 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 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 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 Floor/unit 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 understand and agree that this application shall be considered as valid and proper for further processing, only upon realization of the amount tendered with this application.

# Any reference in this application form to the singular i.e. "I/Me/My" includes the plural i.e. "We/Our/Us" in case of more than one Applicant.



(Starred points are mandatorily, to be filled up by the Applicant(s), half-filled form shall be rejected)

1. SOLE OR FIRST APPLICANT(S)

\*Mr./Mrs./Ms. \_\_\_\_\_

\*S/W/D/of \_\_\_\_\_

\*Nationality \_\_\_\_\_

\*Age \_\_\_\_\_ years, Profession \_\_\_\_\_ Service \_\_\_\_\_

Residential Status:

\*Resident/NRI/PIO \_\_\_\_\_

\*Income Tax Permanent Account No. \_\_\_\_\_

Ward/Circle/Special range and place where assessed to income tax \_\_\_\_\_

\*Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ PIN \_\_\_\_\_

\*Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_

\*Office Name & Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_ PIN \_\_\_\_\_

\*Tel.Nos. \_\_\_\_\_

\*E-mail ID: \_\_\_\_\_ Mobile : \_\_\_\_\_

Please affix  
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2. SECOND APPLICANT(S)

\*Mr./Mrs./Ms. \_\_\_\_\_

\*S/W/D/of \_\_\_\_\_

\*Nationality \_\_\_\_\_

\*Age \_\_\_\_\_ years, Profession \_\_\_\_\_ Service \_\_\_\_\_

Residential Status:

\*Resident/NRI/PIO \_\_\_\_\_

\*Income Tax Permanent Account No. \_\_\_\_\_

Ward/Circle/Special range and place where assessed to income tax \_\_\_\_\_

\*Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ PIN \_\_\_\_\_

Please affix  
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\*Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_

\*Office Name & Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ PIN \_\_\_\_\_

\*Tel.Nos. \_\_\_\_\_

\*E-mail ID: \_\_\_\_\_ Mobile : \_\_\_\_\_

3. THIRD APPLICANT(S)

\*Mr./Mrs./Ms. \_\_\_\_\_

\*S/W/D/of \_\_\_\_\_

\*Nationality \_\_\_\_\_

\*Age \_\_\_\_\_ years, Profession \_\_\_\_\_ Service \_\_\_\_\_

Residential Status:

\*Resident/NRI/PIO \_\_\_\_\_

\*Income Tax Permanent Account No. \_\_\_\_\_

Ward/Circle/Special range and place where assessed to income tax \_\_\_\_\_

\*Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ PIN \_\_\_\_\_

\*Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_

\*Office Name & Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ PIN \_\_\_\_\_

\*Tel.Nos. \_\_\_\_\_

\*E-mail ID: \_\_\_\_\_ Mobile : \_\_\_\_\_

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

Please affix  
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4.

The Applicant(s) to mark options by ( )				
Order of Preference	Choice of 2, 3 or 4 BHK	Choice of Floor (First Floor ("FF") or Second Floor ("SF") or Third Floor ("TF"))		
		Preference 1	Preference 2	Preference 3
1st	2 BHK			
2nd	3 BHK			
3rd	4BHK			

The Cost of Property, subject to any variation in DC for Floor/Unit at Sector 70 & 70-A Gurgaon, Haryana, shall comprise of Basic Sale Price ("BSP"), Development Charges ("DC"), Car Parking Allocation Charges ("CPC") and Preferential Location Charges ("PLC").

\*"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 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,

(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 payment of any of the Development Charges, to be determined @ 18% per annum on the capital invested.

5. Note:-

i. Service tax shall be payable by Applicant(s), as applicable.

ii. Under subvention scheme, Interest on Bank loan till date of letter of OOP for the Floor/Unit will be borne by the Company. For the semi-finished Floor/Unit the letter of intimation of completion of structural work by the Company shall be construed as letter of OOP.

iii. The Subvention Scheme may be availed from HDFC and Indiabulls.

iv. If the Applicant(s) opts for home loan the Applicant(s) shall, within 30 days from the date of this application, submit the bank sanction letter with the Company, failing which penal interest shall be accrued on the payments due.

v. Payments to be made only by way of A/c Payee Cheque / Demand draft payable at par at New Delhi or by way of an electronic transfer in favour of "M/s BPTP Limited" or in favour of such subsidiary / associate / group / affiliate company as may be advised by the Company. All payments accepted shall be subject to their actual realization in the Company's account and the date of credit shall be deemed to be the date of payment of the installment by the Applicant(s).

6. Sales Organizer's Name &amp; Address:

: \_\_\_\_\_

## 7 DECLARATION:

I the applicant(s) do hereby solemnly affirm and declare that my application for allotment of a Floor/Unit with the Company is irrevocable and that the above 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 further undertake to abide by the same.

Date \_\_\_\_\_

Yours faithfully,

Place: \_\_\_\_\_

x

Signature of Applicant(s)

### FOR OFFICE USE ONLY

RECEIVING OFFICER: Name \_\_\_\_\_ Signature \_\_\_\_\_ date \_\_\_\_\_:

#### 1. ACCEPTED / REJECTED

Residential Floor No. \_\_\_\_\_, Block No. \_\_\_\_\_

Super Built Up Area: \_\_\_\_\_ sq.ft. (approx.) \_\_\_\_\_ sq. mtr.(approx.)

Plot Area \_\_\_\_\_ sq. yd. ( \_\_\_\_\_ sq. mt.)

#### 2. Cost of Property ("COP"):

i. Basic Sale Price (BSP): Rs. \_\_\_\_\_/-

ii. Development Charges (DC): Rs. \_\_\_\_\_/-

iii. Preferential location Charges (PLC), if applicable: Rs. \_\_\_\_\_/-

iv. Car Parking Allocation Charges: Rs. \_\_\_\_\_/- for each covered (stilt) car park

Total COP Rs. \_\_\_\_\_/-

3. PAYMENT PLAN: Construction Linked Payment Plan [ ] / Down Payment Plan [ ] / Subvention Plan [ ]

4. Payment received vide Cheque/DD/Pay Order No. \_\_\_\_\_ dated. \_\_\_\_\_ for Rs. \_\_\_\_\_ out of  
NRE/ NRO/ FC/ SB /CUR/ CA \_\_\_\_\_ Account

5. Provisional Booking receipt no. \_\_\_\_\_ dated \_\_\_\_\_

#### 6. Remarks:

Date: \_\_\_\_\_

Authorized Signatory

Place: \_\_\_\_\_

Cleared by Stock on \_\_\_\_\_

Signature

## **BROAD BINDING TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION**

**(to be signed by both the parties on each page)**

### **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 Floor/Unit 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 Floor/Unit in forthcoming Integrated Township of approx. 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/Project"), consisting of plots, villas, floors, shopping centres, hospitals, schools, etc. The Applicant(s) may opt for Finished Floor/Unit wherein the Company shall complete the said Floor/Unit as per standard specifications or Semi-finished Floor/Unit wherein internal surface finishing including flooring and fit outs shall be done by the Applicant(s).

### **B. Verification and Sufficiency of Title to the Flat/Unit.**

1. The Applicant(s) has tendered this Application for provisional allotment of a Floor/Unit in the 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 a residential Floor/Unit 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 ("Said Land") and is sufficiently entitled to develop, sell and deal with the said Colony/Project proposed to be developed on the said Land, in respect of which the Director Town and Country Planning, Chandigarh, Haryana has issued the Licence bearing number 15 of 2011 dated 07/03/2011 (hereinafter referred to as the "said License"). The Land Owners has duly authorized M/s BPTP Ltd. ("BPTP" or "Company"), to develop the said Colony/Project on the said 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 Company to the said Land and has understood all limitations and obligations of the Company in respect thereof. The Applicant(s) states and undertakes not to hereinafter raise objections with respect to the Company's right/title/interest in the said Land.
4. The Applicant(s) has tendered this Application for provisional allotment of a Floor/Unit 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 Floor/Unit from the Company on an as is where is basis (which shall refer not only to the physical condition of the Said Land and Floor/Unit, 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 Floor/Unit 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 Floor/Unit shall be made by the Company on priority basis i.e. 'First-come-First served 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 particular Floor/Unit on plot of a particular size, the allotment shall be made by the Company subject to the availability of the Floor/Unit in accordance with the preference indicated by the Applicant(s).
6. That in case, the Applicant(s) has booked the Floor/Unit 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 / commitments made by a broker to the Applicant(s).

### **C. Flat Buyer's Agreement; Consideration and Payment Obligations; Ownership Rights; Electricity Connection**

1. The Applicant(s) shall execute a Floor 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 to the Company the Floor Buyer's Agreement within the aforesaid stipulated period, then the allotment of the Applicant(s) may be treated as cancelled at sole and absolute discretion of the Company and the Earnest Money along with 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 Floor/Unit and other charges calculated by the Company on the basis of the Super Built up area and/or Plot Area (as applicable). The Super Built-up Area shall be the sum of covered area of each Unit including balconies, varandhas, staircases, lift lobby area and prorated share of scooter parking, driver toilets, shaft/cutouts, common area and mummies. The calculation of the Super Built Up and common area shall be more elaborately defined in the Floor Buyer's Agreement and the Applicant(s) affirms to be bound by the same. In addition, though not forming part of the computation of Super Built Up area for which price is charged, the Applicant(s) shall be entitled to undivided proportionate share in the Plot on which the Floor/Unit is located. 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, save and except as mentioned hereinabove. 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 unit or any person shall be entitled to seek a partition or division of any part thereof.
3. The Applicant(s) understands that certain Floor/Units in the Project attract Preferential Location Charges ("PLC") for their locational advantage including but not limiting to park facing, corner Floor/Unit, two side open etc. as more specifically defined in the Schedule of Payment. The Applicant understands that a Floor/Unit 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 Floor/Unit inviting such charges be allotted to him/her.
4. 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 Floor/Unit. The Cost of Property (COP) shall comprise of Basic Sale Price ("BSP"), Development Charges ("DC"), Car Parking Allocation Charges ("CPC") 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). The 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. Club member Charges (CMC).
  - b. Interest Free Maintenance Security Deposit ("IFMS").
  - c. Power back up installation charges ("PBIC").
  - 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. Water connection charges, sewer connection charge and road cutting charges are collectively called as Utility Connection Charges ("UCC") and shall be communicated at the time of offer of possession.
  - f. Cost of construction of Sewerage Treatment Plant shall be charged extra and will be communicated at the time of offer of possession.
  - g. 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.
5. The Applicant(s) understand that for 2 BHK, 3BHK and 4 BHK Floor/Units, the power back up of 5 KVA, 7.5 KVA and 10 KVA respectively will be provided and charged @ RS. 20,000/- per KVA. In the event the Applicant(s) desires power back-up in excess of the aforesaid, then such power back up load shall not be increased beyond the load indicated above, unless all the unit holders in the Building apply and pay for the desired enhanced load. In such case each Applicant(s) shall be liable to pay additional Power back up charges @ RS. 20,000/- per KVA.
6. The Applicant(s) understand that for 2 BHK, 2 stilt car parking spaces for the first floor unit and one stilt car park each for the second and third floor units are mandatory. Similarly, for 3BHK and 4 BHK Floor/Units, 2 stilt car parking spaces for each floor are mandatory.
7. That the Company proposes to equip the said Building with lift/elevator. The Applicant(s) understands and agrees that the responsibility of operation and maintenance of the lift/elevator installed in the Building lies with Applicant(s) along with other owner/s of other Units in the Building. However, the Company shall take the AMC for the lift/elevator for 12 months from the date of offer of possession. Thereafter, the Applicant(s) shall be liable for same as aforesaid.
8. The Applicant(s) understands that separate electricity meter shall be installed for common areas and lift and agrees to pay the proportionate consumption charges thereof along with other occupants sharing the aforesaid common areas.
9. The Applicant(s), only after payment of entire booking amount, shall get 5% rebate on basic sale price on timely payment of each installment and the rebate shall be credited in the account of the Applicant(s) simultaneously by the company. The Applicant(s) understands and agrees that the rebate of 5% given by the company to the applicant(s), subject to the Applicant(s) making timely payment of each installment is restricted to the amount of the basic sale price of each installment and the said rebate would not construe and mean rebate against the



Total Sale Consideration. The Applicant(s) understands and agrees that the offer of rebate of 5% on timely payment of each installment is at the sole discretion of the Company which can be withdrawn by the company at any point of time without assigning any reason whatsoever. However, it is made clear that this rebate shall not be applicable in all such cases where the Applicant(s) has opted for a down payment plan or subvention scheme plans.

10. 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) undertakes to pay the same upon intimation by the Company.
11. 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.
12. The Applicant(s) further understands 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 Floor/Unit then in such event his Application in respect of said Floor/Unit shall be cancelled and the entire amount deposited by the Applicant(s) at the time booking shall be forfeited. The Applicant(s) undertakes that he shall not raise any dispute or claim of any nature whatsoever in this regard.
13. The Applicant(s) understands and agrees that the total sale consideration of the Floor/Unit comprises of the cost of construction rates applicable on the date of booking, amongst other components. The Applicant(s) further recognizes that due to variation in cost of construction i.e. cost of materials, labour and project management cost and/or currency fluctuation\*, the actual cost of the Floor/Unit may experience escalation; and may thus vary. The final cost of construction shall be calculated at the stage of offer of possession by Company, should the variance be equal to or less than 5%, of the cost of construction ascertained at the time of booking, the same shall be absorbed entirely by the Company. However, should the cost of construction, at the time of offer of possession by the Company, vary more than 5%, then the difference in the cost shall be charged or refunded in entirety to the Applicant(s), as the case may be, as per actual calculation made by the Company and in which case the calculation of the Company shall be final and binding on the Applicant(s). The variance in the cost of construction shall be calculated on the basis of the following formula:

$$\left( \frac{\text{Rs. 26985.35/Square Meter}}{\text{Number of Years (3)}} \times \frac{\text{CL1+CL2+CL3}}{\text{CLSL}} \right) - \text{Present Cost of Construction}$$

Rs. 26985.35/sq. Meter = cost of construction as on July 2013 Floor/Unit as determined by the Company

CLSL = Cost index of CPWD on July 2013

CL1 = Cost index of CPWD on July 2014

CL2 = Cost index of CPWD on July 2015

CL3 = Cost index of CPWD at the time of offer for possession of Floor/Unit

\*(for the purpose of currency fluctuation, cost of imported material component as on date of project planning has been taken at conversion rate of INR 55.00 =1 USD and escalation shall be calculated by reference to actual cost and conversion rate as on date of import, which shall be borne by the applicant(s))

14. The Applicant(s) shall pay, as and when demanded by the Company, the stamp duty, registration, any other incidental or ancillary charges and legal expenses for execution and registration of the conveyance/sale deed of the Floor/Unit 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 Floor/Unit allotted to him/her/them.
15. 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 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 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 Floor Buyer's Agreement, including but not limited to the right to claim any compensation for delay in making offer for possession of the Floor/Unit, 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 Floor Buyer's Agreement, such action shall amount to a voluntary, conscious and intentional waiver and relinquishment of all rights and privileges of these Terms and Conditions and the Floor Buyer's Agreement and could at the option of the Company be treated as termination/cancellation of allotment and the Applicant(s) shall cease to have any right, title or interest

whatsoever in the Floor/Unit and shall also be liable to forfeiture of earnest money deposit, non-refundable amounts (if any) in terms of Clause "E" herein below.

16. The Applicant(s) has specifically acknowledged to the Company that the allotment of the Floor/Unit 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 Floor/Unit and such other conditions as per applicable laws. The Applicant(s) understands and confirms that the allotment of the Floor/Unit made shall not be construed as sale or transfer under any applicable law and the title to the Floor/Unit 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 Floor/Unit, including without limitation the size, and that the Applicant (s) confirms that he shall have no objection whatsoever in this regard.
17. The Applicant(s) shall use and occupy the Floor/Unit only for the purposes it is allotted to Applicant(s) in such manner and mode as may be provided in the Floor Buyer's Agreement and/or other directives issued by the Company or its representatives/nominees or as prescribed by applicable laws.
18. Notwithstanding anything contained elsewhere in these Terms and Conditions and the Floor Buyer's Agreement, it is expressly understood that the timely payment of the installments as stipulated in the Payment Plan, payable in respect of the Floor/Unit 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 Floor Buyer's Agreement.
19. 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") / State Electricity Boards ("SEBs") / any other electricity distributing agencies for getting an electricity connection as per his own needs and requirement in respect to the Floor/Unit. 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 and trenches, electrical transformers, electrical switch gears, electrical panels, feeder panels, supply of cables connecting feeder pillar to distribution boards, etc. and other required infrastructure as may be required and created as per the guidelines of DHBVN / HVPN / State Power and Transmission Utilities and conditions of approved electrification plan. The Applicant(s) agrees and undertakes to pay charges for the aforesaid to the Company or its nominated Maintenance Service Provider as provided herein.

#### **D. Alterations and Exclusions.**

1. The Applicant(s) understands and acknowledges 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, position and numbering of the Floor / Unit, designs and proposed specifications are also subject to change till the offer of possession by 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 for the reason advised by the architect or for the reasons of commercial expediency, or due to force majeure reasons or otherwise. The aforesaid changes may be suitably effected before offer of possession by Company. The Applicant(s) hereby agrees and gives his 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 Floor/Unit becomes preferentially located, revised COP/PLC (if applicable) shall be payable by the Applicant(s). If the said Floor/Unit 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. Any change in the location, preferential location, number, boundaries or area of the said Floor/Unit shall be binding on the Applicant(s).
- b. If due to any of the aforesaid reasons, or for any other reason whatsoever, the particular Floor/Unit which was allotted to Applicant(s) is not being constructed or in case of absolute deletion of the Floor/Unit in the Project, the Company shall allot an alternate Floor/Unit 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 Floor/Unit, if any. If no alternate Floor/unit 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 Floor/Unit 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 Super Built up Area of the said Unit. The Applicant(s) confirms and agrees to pay increase in Total Sale Consideration in case plot area and/or Super Built Up area of the Unit 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 Super Built Up area, in the manner hereunder:

- i. The Applicant(s) agrees, confirms and undertakes that if in future due to change in layout plan if the plot area of the Unit increases, each Applicant(s)/Unit Owner shall pay the amount of Rs. 33000/- 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. 33000/- per sq. Yd. for the decreased area shall be refunded / adjusted by the Company against the Total Sales Consideration.
  - ii. The Applicant(s) further agrees, confirms and undertakes that in future due to change in layout plan/Building Plans if the Super Built up Area of the Unit increases, the Applicant(s) shall pay the amount of Rs. 2507/- per sq. ft. for the increased Super Built up Area. Likewise due to change in layout plan/Building plan if the Super Built up Area decreases then the amount of Rs. 2507/- per sq. ft. 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 on which said Floor/Unit 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 Floor/Unit 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 Floor/Unit and this undertaking shall survive throughout the occupancy of the Floor/Unit by the Applicant(s), his/her legal representatives, successors, administrators, executors, assigns etc.
  3. The Applicant(s) has further understood and undertake(s) that in case he has been allotted First or Second floor, Applicant(s) shall have limited access to the terrace in the designated area earmarked by the Company for services. In case the Applicant(s) has been allotted the third floor, the Applicant(s) shall have the exclusive usage right of the terrace, subject to aforesaid rights of the occupants of first and second floor. The Applicant(s) understands and undertakes that he shall not construct any structure temporary or permanent in violation of rules and regulations as may be applicable to the Building.
  4. 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 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, timely payment of each instalment of the Total Sale Consideration i.e. Cost of Property and other charges 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/Floor 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, and/or any other charges due from the Applicant(s), 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 Floor/Unit and the Company shall have the absolute right to sell the said Floor/Unit to any third party.
  - b. shall approach the Company for the refund, if any, and the Company shall refund the same to the Applicant(s) without any interest within (120) One Hundred Twenty Days from the date of sale of the Floor/Unit by the Company to any third Party.
2. However, in the event the Applicant(s) defaults 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) to rectify such defaults 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 or at such higher rate as may be mentioned in the said notice for the period of delay in making the payments as stipulated in the said notice.

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 Floor/Unit 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. till the date of 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 ;
  - 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 /Unit/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; or
  - 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/ Floor Buyer's 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 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 Floor Buyer's 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 Floor/Unit to the Applicant(s) within a period of 36 months from the execution of Floor Buyer's Agreement ("Commitment Period"). The Applicant(s) further agrees and understands that the Company shall be entitled to an additional period of One Eighty (180) days ("Grace Period") after the expiry of the said Commitment Period for making an offer of possession of Floor/Unit.
2. The Applicant(s) at its option may notify the company within 12 months of allotment of the Unit his/her intention to get the internal surface finishes including flooring to be carried out by the Company. In such an event the company shall finish the Floor/Unit as per the standard specifications and the Applicant(s) shall be liable to pay the BSP/COP applicable to the finished Floor/Unit subject to cost escalation, if any.
3. In case the Applicant(s) does not exercise his option of getting the internal finishing work done by the Company, the Applicant(s) must complete the internal finishing work, as per his own design/plan, in the said Unit definitely within a period of 6 months from the date of intimation of completion of structural work by the Company. The Applicant(s) further agrees that during the internal 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.

4. Notwithstanding clause 3 above, in case the Applicant(s), for any reason whatsoever, fails to commence internal finishing work of the Unit within 3 months from the date of intimation of completion of structural work by the Company, the Company may in its sole discretion finish the internal work of the Floor/Unit and the Applicant(s) shall be liable to pay the BSP/COP applicable to the finished Floor/Unit, subject to cost escalation, if any.
5. The Applicant(s) agree that the Company shall execute the Conveyance Deed and get it registered in favour of the Applicant(s) only after receipt of Total Sale consideration, other charges/amounts and Statutory Dues including but not limited to any enhancements and fresh incidence of tax along with connected expenses like cost of stamp duty, registration fees/charges and other expenses of the Conveyance Deed which shall be borne and paid solely by the Applicant(s).
6. Subject to the conditions contained hereinabove, if the Company fails to offer possession of the said Floor/Unit 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 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 such delay has been condoned and the payment has been accepted along with interest by the Company, the Applicant(s) waives his right 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 Super Built Up area of the Floor/Unit for the first six (6) months of delay;
  - b. Rs. 20 (Rupees Twenty only) per sq. ft. per month of the Super Built up area of the Floor/Unit for the next six (6) months of delay;
  - c. Rs. 30 (Rupees Thirty Only) per sq. ft. per month of the Super Built up area of the Floor/Unit for the delay beyond first 12 months`.

The Applicant(s) shall not be entitled to any other Compensation or penalty, for any direct or indirect losses, interest etc. due to delay in making offer for possession of the Floor/Unit 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.
7. Notwithstanding any other provisions stated herein, the Applicant(s) agrees that if for any reason whatsoever he fails, ignores or neglects to take over the possession of the Floor/Unit in accordance with the notice for offer of possession of the Floor/Unit sent by the Company, Applicant(s) shall be liable to pay Holding Charges on the following rates:
  - a. Rs. 10 (Rupees Ten only) per sq. ft. per month of the Super Built Up area of the Floor/Unit for the first six (6) months of delay;
  - b. Rs. 20 (Rupees Twenty only) per sq. ft. per month of the Super Built up area of the Floor/Unit for the next six (6) months of delay;
  - c. Rs. 30 (Rupees Thirty Only) per sq. ft. per month of the Super Built up area of the Floor/Unit for the delay beyond first 12 months`.

Till the time Applicant(s) takes over the possession of the Floor/Unit, 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 terms hereof.

#### **H. Withdrawal/Surrender; Transfer.**

1. The Applicant(s) has fully understood and agrees that in case the Applicant(s) cancels, withdraws, assigns or surrenders 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 and any other amounts due and payable by the Applicant(s), if any, to the Applicant(s) without any interest and compensation within (120) One Hundred Twenty Days from the date of sale of the Floor/Unit 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 and unless the Applicant(s) has paid at least 30% of Cost of Property to the Company and the same shall be 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 with the Company and timely payment by the nominee(s) of the Applicant(s),
  - c. submitting of all requisite documents, payment of administrative charges as applicable for the time being in force as per policy of the Company and

- 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 Floor/Unit.
- 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 Floor/Unit 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, 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 Will regarding any such transfer/s if it is in conflict with applicable laws and policy.

#### **I. Maintenance.**

1. That the Company shall nominate/appoint the Maintenance Service Provider or any other agency or entity ("Maintenance Agency") 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 Local Authorities under the provisions of the relevant laws. 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 Floor/Unit 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 Floor/Unit. Further, the Applicant(s) hereby undertakes, to deposit with the Company/Maintenance Agency, as per the Schedule of Payment, and to always keep deposited, Interest Free Maintenance Security (IFMS) at the rate of Rs.\_\_\_\_/- per sq. ft. of the Super Built Up area of the Floor/Unit, 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 Floor/Unit or the receivables, if any, accruing or likely to accrue therefrom, subject to the Floor/Unit 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. The Company/financial institution/bank shall always have the first lien/charge on the Floor/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 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 Floor/Unit 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 Floor/Unit 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 Floor/Unit. 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 Floor/Unit, 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 Floor/Unit in favour of the Applicant(s).

3. Indemnification: The Applicant(s) shall pay, from time to time, and at all times, the amounts which the Applicant(s) is liable to pay, as agreed, and to observe and perform all the covenants and conditions of the Application and 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: That the Applicant(s) agrees and undertakes that he shall maintain the Floor/Unit at his own cost and in a good habitable condition and shall not do or cause to be done anything in or around the Floor/Unit which may be against the rules or bye-laws of the Municipal Corporation or any other Authority. The Applicant(s) agrees and undertakes that he shall not carry out any changes in the colour scheme of the exterior/façade of the Floor/Unit. Furthermore, the Applicant(s) undertakes 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 Unit including beams and columns. In case the Applicant(s) does any act in contravention of this clause, the Company / Maintenance Service Provider are entitled to terminate the agreement and/or take initiate appropriate proceedings as may be deemed fit and/or for recovery of any damages, costs and expenses incurred to restore the Unit 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 Floor/Unit it shall be the sole responsibility of non-resident/foreign national 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 Floor Buyer's Agreement. Any refund, transfer of security, if provided in terms of the this Application and/or Floor 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 Floor/Unit 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 (s) whose name appears first and at the address given by the Applicant (s) 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 address mentioned hereinabove, failing which all demands, letters, notices etc. by the Company shall be mailed to the address given in the Application 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 Floors/Units 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 Floor/Unit 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 Floor/Unit 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 Floor 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 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 Floor/Unit in the Colony. Similarly, in the case of Company applying for the Floor/Unit, 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 only or by way of an electronic transfer in favour of "M/s BPTP Limited" 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. The date of credit into the aforesaid account of the Company shall be deemed to be the date of payment of an installment by the Applicant(s). 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 Floor/Unit applied for.. The Company shall issue receipts for payment in favor of the Applicant(s) only.
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 Floor 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 Floor 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 Floor 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. 25000/- 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. Subject to arbitration clause, the Courts at Gurgaon alone shall have the jurisdiction in all matters arising out of/touching upon and/or concerning this Application and/or Floor Buyers 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: [ ] 1. \_\_\_\_\_

Place: [ ] 2. \_\_\_\_\_

## ANNEXURE A - PAYMENT PLAN

### FINISHED & SEMI-FINISHED INDEPENDENT FLOORS

#### ►► CONSTRUCTION LINKED PAYMENT PLAN

Stages	Description	Finished Floors	Semi-Finished Floors
1	On Booking	9 lacs/9 lacs/9 lacs/12 lacs	9 lacs/9 lacs/ 9 lacs/12 lacs
2	Within 45 days from date of Booking	Complete 20% of BSP	Complete 20% of BSP
3	Within 90 days of Booking	10% of BSP + 50 % of DC	10% of BSP + 50 % of DC
4	At the Start of Construction	10% of BSP + 50 % of DC	10% of BSP + 50 % of DC
5	On casting of Ground Floor Roof Slab	10% of BSP + 50 % of PLC	10% of BSP + 50 % of PLC
6	On casting of First Floor Roof Slab	10% of BSP + 50 % of PLC	10% of BSP + 50 % of PLC
7	On casting of Second Floor Roof Slab	10% of BSP + 100% of Club Membership	10% of BSP + 100% of Club Membership
8	On Completion of brick work	10% of BSP + 100% of Covered (Stilt) Car Park Charges	10% of BSP+ 100 % of Covered (Stilt) Car Park Charges
9	30 days from stage 8 or On Start of Internal Flooring whichever is later	7.5% of BSP	7.5% of BSP
10	On Start of External Plastering	7.5% of BSP	7.5% of BSP
11	On offer of Possession	5% of BSP + 100% of (IFMS + PBIC) + Registration Charges(Stamp duty + Conveyance deed charges + Administration charges)+ All other applicable charges	5% of BSP + 100% of (IFMS + PBIC) + Registration Charges (Stamp duty + Conveyance deed charges + Administration charges)+ All other applicable charges

#### ►► DOWN PAYMENT PLAN (AS APPLICABLE)

Stages	Description	Payment
1	On Booking	9 lacs/9 lacs/ 9 lacs/12 lacs
2	Within 45 days from date of booking	Complete 90 % of BSP + 100% of (PLC+ Club Membership + DC+ Covered(Stilt) Car Park Charges)
3	On offer of Possession	10% of BSP + 100% of (IFMS + PBIC) +Registration Charges(Stamp duty + Conveyance deed charges +Administration charges)+ All other applicable charges

#### ►► SUBVENTION PAYMENT PLAN - Pedestal

Stages	Description	Client's Contribution	Bank's Contribution
1	At the time of Booking	9 lacs/12 lacs	
2	Within 45 Days of Booking	To complete 15 % COP*	
3	At Start of Construction		25% of COP
4	On casting of First floor Slab		10% of COP*
5	On casting of Second Floor Slab		30% of COP
6	On completion of External Plastering		10% of COP*
7		10 % of COP	
8	On Possession	PBIC + IFMS + Stamp Duty + Registration Charges+ Administrative Charges+ All other applicable charges	

\*Cost of Property (COP) includes BSP, DC, Covered (Stilt) Car Parking charges and PLC.

Timely Payment Rebate (TPR): shall be applicable 5% of Basic Sale Price except First Installment subject to timely payment.

Timely Payment Rebate is applicable for Construction linked Payment Plan only.

No Grace period to avail TPR.

#### Note:

1. PLC - 18 mtr. road and above - 10%, 15 mtr, to 17mtr, - 5%, two side open - 10%, park facing - 15% of BSP and corner - 10%. Max PLC capped at 30% of BSP.
2. Club Membership - Rs. 2,00,000/- per family
3. PBIC - Rs. 20,000/- KVA
4. Covered (stilt) car parking charges- Rs. 300,000/- per car parking bay
5. IFMS - Rs 50/- per Sqft.
6. The subvention Scheme will be available from Bank till 30<sup>th</sup> Sept 2013, and could be extended at the sole discretion of BPTP Limited.
7. Under subvention scheme, Interest on Bank loan till Offer of Possession will be borne by the BPTP Limited.
8. Subvention scheme available through HDFC & India Bulls.
9. Service tax is payable extra by the customer as applicable.

SIGNATURE

SOLE OR FIRST APPLICANT(S)

SECOND APPLICANT(S)

THIRD APPLICANT(S)

## 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.**

### **Resident of India:**

- Copy of PAN Card. Photographs in all cases.

### **Partnership Firm:**

- Copy of PAN card of the partnership firm.
- Copy of partnership deed.
- In case of one of the partners has signed the documents, an authority letter from the other partners authorizing the said person to act on behalf of the firm.

### **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 of the Company
- Board resolution authorizing the signatory of the Application form to buy property on behalf of the company.

### **Hindu Undivided Family (HUF):**

- Copy of PAN card of HUF.
- Authority letter from all co-parceners of HUF authorizing the Kart to act on behalf of HUF.

### **NRI/Foreign National of Indian Origin:**

- Copy of the individual's passport.
- In case of demand draft ("DD"), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the Applicant(s).
- In case of a cheque, all payments should be received from the NRE/NRO/FCNR account of the customer

**Please attach a copy of your recent mobile bill with this application form.**

