

by



BPTP LIMITED
Application for Provisional Allotment of
Independent Residential Floor/Unit
in Park Elite Floors, Faridabad, Haryana.

Dated DD/MM/YYYY

BPTP Ltd.
M-11, Middle Circle,
Connaught Circus,
New Delhi – 110 001

Dear Sir/s,

#I wish to tender my expression of interest for the provisional allotment of “Independent Residential Floor/Unit” bearing number admeasuring sq. ft. (sq. mtrs.) of super built-up area on floor (“Unit”), constructed on a plot measuring sq. yd. (sq. mtrs.), Block , Sector in your Residential Colony known as “Parklands” Faridabad (hereinafter referred to as “Colony /Project”), as per the Payment Plan given in Annexure A hereof. The Colony is being developed in terms of Licenses bearing nos. 157 to 193 of 2005; 316 to 346 of 2005; 413 to 442 of 2006; 259 of 2007; 59 of 2010; 60 of 2010; 38 of 2011 and 47 of 2011 granted by Director General, Town and Country Planning (hereinafter referred to as the “said License”).

I herewith tender a sum of Rs.

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 (Rupees _____ only) by Bank Draft / Cheque dated

DD	/	MM	/	YYYY
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 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 am tendering this Application with the full knowledge that the Colony/Project conceived by the Company along with its associate/subsidiary/group/affiliate companies is in an advance stage of development. 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 favour in respect of the 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 Unit is allotted to me, I agree to timely 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 or as may be provided in any documents executed by me at a later point of time.

I understand and agree that by submitting this Application, I do not become entitled to the final allotment of Unit in the said Project and the allotment shall be confirmed only after 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

etc., including the standard Floor Buyer's Agreement, within the stipulated time for whatsoever reason, 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.

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 enclosed with this Application, including those relating to payment of Cost of Property ("COP") and other charges including but not limited to delayed payment charges; and forfeiture of the Booking Amount, 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 Interest Free Maintenance Security Deposit ("IFMS"), 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 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 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), incomplete form shall be rejected)

1. SOLE OR FIRST APPLICANT

*Mr./Mrs./Ms.

*S/W/D/of

*Nationality

*Age years, Occupation Salaried ☐ Self employed ☐

*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 :

Please affix
your
photograph
here

culture}movement

2. SECOND APPLICANT

*Mr./Mrs./Ms.

*S/W/D/of

*Nationality

*Age years, Occupation Salaried ☐ Self employed ☐

*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
your
photograph
here

*Tel No. Fax No.

*Office Name & Address

PIN

*Tel Nos.

*E-mail ID: Mobile :

3. THIRD APPLICANT

*Mr./Mrs./Ms.

*S/W/D/of

*Nationality

*Age years, Occupation Salaried ☐ Self employed ☐

*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
your
photograph
here

4 Unit Type:

Unit No. Floor no. Building/Block no. Sector

Super Built up Area Sq. ft. Sq. Mtrs.

The Cost of Property (subject to any variation in DC) for Floor/Unit in Park Elite Floors – II Faridabad, Haryana, shall include the following:

- Total Sale Value (TSV) @ Rs. /- per sq. ft. calculated on super Built-up Area of the Unit.
- Development Charges (DC) @ Rs. as presently conveyed and/or demanded by the HUDA, DTCP or the Government of Haryana and any increase thereof, retrospectively or prospectively.
- Preferential Location Charge (PLC), as applicable due to the locational advantage of Unit, as per the table below. However, the total PLC for a Unit shall not exceed 5% of TSV.

Preferential Location Charges (PLC's) on TSV	
Corner	3%
Park Facing	3%
24 mtrs. Road	3%

That 15 % of the aforesaid Cost of Property (COP) shall constitute "Earnest Money", i.e. Rs. /- (Rupees _____ Only).

*"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 Colony, including but not limited to the payment of the following:

- External Development Charges (EDC) and Infrastructure Development Charges (IDC) as conveyed and/or demanded by the HUDA, DGTCP or the Government of Haryana and any increase thereof, retrospectively or prospectively,
 - Any interest paid and/or payable thereon to the concerned Authorities including any increase, retrospectively or prospectively,
- Infrastructure Augmentation Charge (IAC) as conveyed and/or demanded by the HUDA, DGTCP or the Government of Haryana and any increase thereof, retrospectively or prospectively,
 - Any interest paid and/or payable thereon to the concerned Authorities including any increase, retrospectively or prospectively,
- The cost of such other developmental works as may be undertaken by the Company within or around the Colony that are not charged specifically elsewhere.
- 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.

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:

- Interest Free Maintenance Security Deposit ("IFMS") @ Rs. _____ /- per square foot calculated on Super Built up Area to the designated maintenance agency.
- Water connection charges, sewer connection charge and storm water connection charges, road cutting charges are collectively called as Utility Connection Charges ("UCC") @ Rs. _____ /-.
- Electrification charges ("EC") and Electricity Connection Charges ("ECC") @ Rs. _____ /-

- (d) Meter Connection Charges @ Rs. 25000/- per Unit to be paid at the time of offer of possession.
- (e) Cost of installing Sewerage Treatment Plant ("STP")/ effluent treatment plant @ Rs. /-.
- (f) Stamp Duty, Registration, any other incidental or ancillary charges and legal expenses for execution and registration of the conveyance/sale deed of the Unit in favour of the Applicant(s) to be communicated at the time of offer of possession of the Unit.
- (g) Any other charge (s) which the Company / Maintenance Agency may demand for providing any additional service/ amenity/ facility etc. or for up gradation of any existing service/ amenity/ facility etc.

Note:-

- i. Service tax shall be payable by Applicant(s), as applicable.
- ii. 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 "**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). The Applicant(s) 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(s) hereby undertakes to duly submit with the Company such certificate within 15 days of remitting TDS with Income Tax Authorities.

6 Sales Organizer Name Code

Address

7 Declaration

I/We 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 / /

Place:

First Applicant

Second Applicant

Third Applicant

FOR OFFICE USE ONLY

RECEIVING OFFICER:

Name

Date

1 ACCEPTED ☐ REJECTED ☐

Unit Type:

Unit No. Floor no. Building/Block no. Sector

Super Built up Area Sq. ft. Sq. Mtrs.

2 Cost of Property (COP):

i Total Sale Value (TSV): Rs. /-

ii Development Charges (DC): Rs. /-

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

Total COP Rs. /-

3 Payment Plan: Time Linked Payment Plan [☐] / Subvention Plan [☐] / Possession Linked Plan [☐]

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

4 Provisional Booking receipt no. by dated

5 Remarks

5 Date:

Place:

Cleared by Stock on

Code

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 a Residential Colony known as "Parklands" (hereinafter referred to as "Colony/Project"), consisting of plots, villas, floors, shopping centres, hospitals, schools, etc.

b) Verification and Sufficiency of Title to the Floor/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. 572.65 acres falling in revenue estate of Villages Bhatola, Kheri Khurd and Kheri Kalan, in sector – 82 to 89 tehsil and district Faridabad, Haryana (hereinafter referred to as the 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 Licenses bearing nos. 157 to 193 of 2005; 316 to 346 of 2005; 413 to 442 of 2006; 259 of 2007; 59 of 2010; 60 of 2010; 38 of 2011 and 47 of 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 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) Floor 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 (COP) for the Floor/Unit and other charges as per the price list and payment plan mentioned herein. The Super Built-up Area shall be the sum of covered area of each Unit and non-exclusive pro-rata share in the staircase / common areas, munties, shafts, elevation features, over-head water tanks, boundary wall, service area on the terrace, effluent treatment plant, with respect to the Unit all projections and underground water tanks, structures for rain water harvesting, if any. 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 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 unit or any person shall be entitled to seek a partition or division of any part thereof.
3. The Applicant(s) agrees and undertakes to make payment of 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 Total Sale Value ("**TSV**"), Development Charges ("**DC**") Preferential Location Charges 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) Interest Free Maintenance Security Deposit ("**IFMS**") @ Rs. /- per square

feet calculated on Super Built up Area to the Company/ designated maintenance agency.

- b) Water connection charges, sewer connection charge and storm water connection charges, road cutting charges are collectively called as Utility Connection Charges (“UCC”) shall be charged extra and will be communicated at the time of offer of possession.
 - c) Electrification charges (“EC”) and Electricity Connection Charges (“ECC”) shall be charged extra and will be communicated at the time of offer of possession.
 - d) Meter Connection Charges @ Rs. 25000/- per Unit to be paid at the time of offer of possession.
 - e) Cost of installing Sewerage Treatment Plant (“STP”)/ effluent treatment plant shall be charged extra and will be communicated at the time of offer of possession.
 - f) Stamp Duty, Registration, any other incidental or ancillary charges and legal expenses for execution and registration of the conveyance/sale deed of the Unit in favour of the Applicant(s) to be communicated at the time of offer of possession of the Unit.
 - g) Any other charge (s) which the Company / Maintenance Agency may demand for providing any additional service/ amenity/ facility etc. or for up gradation of any existing service/ amenity/ facility etc.
4. 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 Payment Plan. 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.
5. 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, WCT or any tax/charges, government levies including any fresh incidence of tax or compensation as may be 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 immediately upon intimation by the Company.
6. 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.
7. 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.
8. 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 entire COP and other charges as may be payable or demanded from the Applicant(s) in respect of the

Floor/Unit allotted to him/her/them.

9. 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 plan 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.
10. 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 COP, 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, specification etc. and that the Applicant(s) confirms that he shall have no objection whatsoever in this regard.
11. 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.
12. 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.
13. 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 such as trenches, 11 KV Transformers, HT switch gears, LT panels, feeder panels & LV cables connecting feeder pillar to distribution boards, etc. and other required infrastructure as per the guidelines of DHBVN / HVPNL and other conditions as per approved electrification

plan. The Applicant(s) agrees and undertakes to pay charges for the aforesaid to the Company or its nominated Maintenance Agency as provided herein.

14. In the event the Company/Maintenance Agency 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 undertakes to sign, execute and affirm all other documents as may be required by the Company/Maintenance Agency, from time to time, for the purpose of availing the electricity supply/connection for the Applicant(s). The Applicant(s) agrees to pay the deposits, charges for bulk supply of electrical energy and any increase thereof, as may be demanded by the Company/Maintenance Agency 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, 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 Company/Maintenance Agency, and the Applicant(s) herein shall not claim any loss or damage, whether direct or consequential, from the Company/ Maintenance Agency, 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 Agency. Further, In case of bulk supply, the Company/Maintenance Agency 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. Further, the Applicant(s) hereby acknowledges, agrees and confirms that the charges towards maintenance services, water consumption, electricity consumption inside the Unit and other services etc., shall be billed and recovered on the basis of prepaid metering system and/or, in advance, for every month or for such other duration as the Company/Maintenance Agency may deem fit. The Applicant(s) hereby undertakes to maintain the sufficient balance in the respective prepaid meters and/or pay the bills so raised by the Company/Maintenance Agency on or before the due date(s) as mentioned in the bills.

D. Exclusions.

1. 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.

2. In case the Applicant has been allotted the ground floor, the Applicant(s) understands, agrees and confirms that he shall have the exclusive rights for usage only in respect to the entire area of the back set-back and balance of the front set-back of the Plot after excluding the area required for car parks and driveway/walkway as per the building bye-laws/guidelines. 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 said Unit. However, the Applicant(s) shall have limited access to the terrace only for purposes of checking, repairing and replacement of water tanks, TV/ Dish Antenna, cable connection, telephone connection etc.
3. In case the Applicant (s) has been allotted First Floor and/or Second Floor, the Applicant(s) shall have the right to use the terrace in equal proportion as depicted and demarcated in the layout plan Annexed. 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.
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 its 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 Cost of Property (COP) 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 plan 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. compounded quarterly till the date of payment. It is expressly clarified that the Applicant(s) cannot question the discretion of the Company in this regard in any court of law or judicial or quasi judicial authority.

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 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 COP 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) as per the payment plan opted by the Applicant (s) ("**Commitment Period**"). The company shall be entitled to the additional period of 180 days after the expiry of the Commitment Period for making an offer of possession of the Unit.
2. 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 Cost of Property, 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, any interest payable by the Applicant(s) and other expenses relating to the Conveyance Deed which shall be borne and paid solely by the Applicant(s).
3. 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 @ Rs. 5 (Rupees five only) per sq. ft. per month** of the Super Built Up area of the Floor/Unit 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 agreed 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 other 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 35% of COP 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. submission 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 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;
 - g. The transferee would have to abide by the terms and conditions as may be applicable at the time of substitution as per the policy of the Company.
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. Due execution of the Maintenance Agreement and payment of maintenance security deposit/ advance maintenance charges as prescribed in 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 Payment Plan, 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 or provide such other documents as may be mandated as per the terms of 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 or such other documents 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 (Including its directors and employees) 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/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 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; (ii) 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. 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 and the Applicant(s) hereby agrees to sign any documents as may be requested by the Company to give effect to such transfers.
- b. 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, 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. 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 "**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 payment 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 Faridabad 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: [DD/MM/YYYY]

Place: []

First Applicant

Second Applicant

Third Applicant

ANNEXURE A

TIME LINKED PAYMENT PLAN

Milestones Description	TSV	DC	PLC	Other Charges ^ ^
Booking amount	10%	10%	10%	
Within 60 days of booking	10%	10%	10%	
Within 120 days of booking	30%	30%	30%	
Within 180 days of booking	20%	20%	20%	
Within 240 days of booking	25%	25%	25%	
On offer of possession	5%	5%	5%	100%

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

SUBVENTION PAYMENT PLAN

Milestones Description	TSV	DC	PLC	Other Charges ^ ^	Funded By
Booking amount	10%	10%	10%		Customer
Within 60 days of booking	5%	5%	5%		Customer
On start of construction	30%	30%	30%		HDFC
On casting of second floor roof slab	30%	30%	30%		HDFC
On completion of civil structure	15%	15%	15%		HDFC
On offer of possession	10%	10%	10%	100%	Customer

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

POSSESSION LINKED PAYMENT PLAN

Milestones Description	TSV	DC	PLC	Other Charges ^ ^
Booking amount	5 Lacs			
Within 60 days of booking	Complete 15%	15%	15%	
Within 90 days of booking	25%	25%	25%	
On offer of possession	60%	60%	60%	100%

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

DOWN PAYMENT PLAN (3% discount on TSV)

Milestones Description	TSV	DC	Other Charges ^ ^
Booking amount	5 Lacs		
Within 30 days of booking	Complete 20%	50%	
Within 60 days of booking	75%	50%	
On offer of possession	5%		100%

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

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-parcener's of HUF authorizing the Karta to act on behalf of HUF.

NRI/Person of Indian Origin:

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

ADDRESS PROOF DOCUMENTS IN ALL OF THE ABOVE CASES: Electricity bill copy / Ration Card / Aadhaar Card / Voter ID card / Passport copy / Driving License / Bank Pass book (with photo) / Postpaid mobile bills (not older than three months) / recognized cooking gas connection bill copy