



Form No. ....

**Application for Provisional Allotment of FLAT/UNIT in Group Housing Towers known as "Terra" situated at Sector- 37-D, Gurgaon, Haryana.**

**Instructions**

- All pages of the form must be signed by the Applicant
- Any deviation shall invite rejection of the application.
- All blanks (except those in the official use section) must be filled in.

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

**Date:** .....

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

Dear Sir/s,

I wish to tender my expression of interest for the provisional allotment of a residential Flat ("Unit"), tentatively admeasuring \_\_\_\_\_ sq. ft. (\_\_\_\_\_ sq. mtrs.) Super built up area, in your upcoming Group Housing Towers proposed to be developed on land parcel measuring approx. 19.74 acres known as "Terra" ("Towers"). The Towers are being developed as a part of your Group Housing project on land measuring approx. 43 acres situated at Sector- 37-D, revenue estate of Village Basai, Tehsil and Distt. Gurgaon, Haryana (said "Project"), in terms of Licenses granted by Director General, Town and Country Planning bearing Nos. 83 of 2008 and 94 of 2011. I wish to opt for the Construction Linked Payment Plan/Time Linked Payment Plan [ ], Down Payment Plan [ ], Subvention Plan [ ], Possession Linked Payment Plan [ ].

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, the Company shall deduct an amount of Rs. 25000/- and service tax paid to statutory authorities, if any, out of the partial booking amount received by Company and refund the balance to the Applicant(s).

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

I am tendering this application with the full knowledge that the Company along with its associate/subsidiary/group/affiliate companies is in the process of developing the said Project and shall confirm the allotment of Unit 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 but I have relied on my own judgment and investigation in deciding to apply for provisional allotment of the said 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 Company, or channel partners or otherwise including but not limited to any representations relating to the description or physical condition of the upcoming Project and/or the 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 sale consideration and other charges including delayed payment charges, forfeiture of the Earnest Money and deduction of any interest amount, due or payable, and/or any other amount of non-refundable nature, etc. as laid down in this application and its attachments. All the payments towards Development Charges, Preferential Location charges, Maintenance Charges, Service Tax and any other statutory charges 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, for payments, shall be decided by the Bank/Financial Institution in their sole discretion and in accordance with their policies. I further agree and understand that if the Subvention Scheme is availed by me, I shall 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.

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

\_\_\_\_\_

\_\_\_\_\_

PIN \_\_\_\_\_

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

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

Please affix  
your  
photograph  
here

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 \_\_\_\_\_

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

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

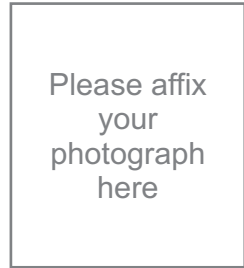
\_\_\_\_\_

\_\_\_\_\_

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

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

\*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. \_\_\_\_\_

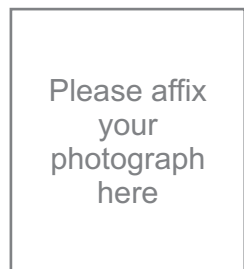
Ward/Circle/Special range and place where assessed to income tax \_\_\_\_\_

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

\_\_\_\_\_

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

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



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

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

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

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

4. Unit Type: \_\_\_\_\_

Unit No. \_\_\_\_\_ Floor no. \_\_\_\_\_ Building/Block no. \_\_\_\_\_

Super Built Up Area \_\_\_\_\_ Sq. ft. \_\_\_\_\_ Sq. Mtrs. (approx.)

The Cost of Property (subject to any variation as per clause 4B) for the Flat/Unit in "Terra", Sector - 37D, Gurgaon, Haryana, shall include the following:

- A. Basic Sale Price Rs: 6250/- per sq. feet calculated on Super Built Up Area
- B. Development Charges ("DC") @ Rs. \_\_\_\_\_/- per square feet calculated on Super Built Up Area
- C. Car Parking allotment charges ("CPC")  
Open Car Parking @ Rs. 2,50,000/- per bay  
Covered Car Parking @ Rs. 3,50,000/- per bay
- D. All units will attract one or more Preferential Location Charge ("PLC"), as applicable due to their locational advantage, as per the table below. However, the total PLC for a Unit shall not exceed 12% of BSP.

**Preferential Location Charges (PLC's) on BSP**

Corner	7%
Corner + Club or Park Facing	10%
Park Facing	7%
Ground Floor	5%
First Floor	4%
Second / Third Floor	3%

Total amount payable for PLC: \_\_\_\_\_/-

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

**In addition to the aforesaid cost of property the Applicant(s) has undertaken and agreed to pay following charges:**

- E. Interest Free Maintenance Security Deposit ("IFMS") @ Rs. 50/- per square feet calculated on Super Built up Area.
- F. Club member Charges ("CMC"): Rs 2,00,000/- per family.
- G. Fire Fighting Charges ("FFC") + Power Backup Installation Charges ("PBIC") + Electricity connection charges ("ECC") @ Rs. 100/- per square feet calculated on Super Built up Area.
- H. Electrification charges shall be proportionately charged extra and will be informed before handing over the physical possession of the Unit.
- I. Any other charge (s) which the Company / Maintenance Service Provider may demand for providing any additional service/ amenity/ facility etc. or for up gradation of any existing service/ amenity/ facility etc.

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

- J. (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,
- K. (i) Infrastructure Augmentation Charge (IAC) as conveyed and/or demanded by the HUDA, DTCP or the Government of Haryana any increase thereof, retrospectively or prospectively,
- (ii) Any interest paid and/or payable thereon to the concerned Authorities including any increase, retrospectively or prospectively,
- L. 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.
- M. 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. PAYMENT PLAN: DOWN PAYMENT PLAN [ ] / CONSTRUCTION LINKED PAYMENT PLAN [ ] / TIME LINKED PAYMENT PLAN [ ] / SUBVENTION PLAN [ ] / Possession Linked Payment Plan [ ]

<b>Construction / Time Linked Payment Plan</b>	
Booking Amount	10% of BSP
Within 45 days of Booking	Complete 20% of BSP
On Excavation or within 90 days of Booking*	10% of BSP
On completion of Raft or within 6 months of booking*	7.5% of BSP+ 25% of PLC + 25% of DC
On casting of Basement roof slab or within 10 months of booking*	7.5% of BSP+ 25% of PLC + 25% of DC
On casting of First Floor roof slab or within 12 months of booking*	7.5% of BSP+ 25% of PLC + 25% of DC
On casting of Fourth Floor roof slab or within 15 months of booking*	7.5% of BSP+ 25% of PLC + 25% of DC
On casting of Seventh Floor roof slab or within 18 months of booking*	5% of BSP + CPC
On casting of Tenth Floor roof slab or within 21 months of booking*	5% of BSP + Club Membership Charges
On casting of Fourteenth Floor roof slab or within 24 months of booking*	5% of BSP
On casting of Sixteenth Floor roof slab or within 27 months of booking*	5% of BSP
On casting of Top Floor roof slab or within 30 months of booking*	5% of BSP
On start of Brickwork of Tenth Floor or within 33 months of booking*	5% of BSP
On start of Cladding or within 36 months of booking*	5% of BSP
At the time of offer for Possession	5% of BSP+ IFMS+ PBIC + ECC + FFC + Registration charges+ Stamp Duty

\* whichever is later

<b>Down Payment Plan ( 10% Rebate)</b>	
Booking Amount	10% of BSP
Within 45 days of booking	Complete 95% of B.S.P + (100% PLC + DC + Car Parking Charges + Club + Membership Charges + FFC, PBIC & ECC)
At the time of offer for Possession	5% of BSP + IFMS + Registration Charges + Stamp Duty + Any other Charges

**Subvention Scheme**

Booking Amount	10% of BSP
Within 45 days of Booking	Complete 20% of COP* (From Customer)
	35% of COP* (From Bank)**
Within 12 months of booking	20% of COP* (From Bank)**
Within 24 months of booking	20% of COP* (From Bank)**
On Offer of Possession	5% of COP* + Club Membership + PBIC + IFMS + Stamp Duty + Registration Charges & Administrative Charges (From Customer)

\*COP Includes Basic Sales Price, Development Charges, Car Parking Charges and PLC, if applicable.

\*\* As per Bank Policy

**Possession linked Payment Plan**

Booking Amount	10% of BSP
Within 45 days of booking	Complete 30% of BSP
Within 12 months of booking	30% of BSP + (100% PLC + DC + Car Parking Charges + Club Membership Charges + FFC, PBIC & ECC)
Within 36 months of booking	20% of BSP
At the time of offer for Possession	20% of BSP + IFMS + Registration Charges + Stamp Duty + Any other Charges

Note:-

- i. Service tax shall be payable extra, 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 "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. Applicant's Sales Organiser's Name & Address:

---

**7. DECLARATION:**

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

Date :

Place:

Yours faithfully,

x

Signature of Applicant(s)

**FOR OFFICE USE ONLY**

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

1. ACCEPTED / REJECTED

FLAT/Unit No. \_\_\_\_\_, Floor no. \_\_\_\_\_ Building Block No. \_\_\_\_\_

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

2. Basic Sale Price (BSP): Rs \_\_\_\_\_

Preferential location Charges: Rs. \_\_\_\_\_/- (Lump sum)

**Note:** All the payments towards Development Charges, Preferential Location charges (for superior location), 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, as and when demanded by the Company or its designated maintenance agency for the said project.

3. Stamp duty and registration charges etc. at actuals and processing fee shall be charged extra and to be borne by the Applicant(s).

4. PAYMENT PLAN: Down Payment Plan [ ] / Construction Linked Payment Plan [ ] / Time Linked Payment Plan [ ] / Subvention Plan [ ] / Possession Linked Payment Plan [ ]

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

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

7. Remarks:

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

Authorized Signatory

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

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

Signature



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

### A. Nature of these Terms and Conditions.

1. The Terms and Conditions given below have been thoroughly read, understood and agreed between the Applicant (s) and the Company 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 Flat 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 residential Flat ("Unit") in Towers known as "Terra" being part of the Project spread over multiple towers consisting of multiple levels/Flats, complete in all respects with reference to civil finishes, electrical power upto the distribution panels, elevators and power back-up.

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

1. The Applicant(s) has tendered this Application for provisional allotment of a 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 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 alongwith its associate/group companies and collaborating parties are the Owner/licensee in possession of the land approx. 43 Acres situated in Sector- 37-D, revenue estate of Village Basai, Tehsil and Distt. Gurgaon, Haryana ("Said Land") and is sufficiently entitled to develop, sell and deal with the Project proposed to be constructed on the said land in respect of which the Director, Town and Country Planning, Chandigarh, Haryana has issued the Licenses bearing number Nos. 83 of 2008 and 94 of 2011. The Owner/Licensee has authorized M/s BPTP Ltd. ("Company"), to develop/construct the 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 Owners/Licensee to the Said Land and has understood all limitations and obligations of the Owners/Licensee in respect thereof. The Applicant(s) states and undertakes not to hereinafter raise objections with respect to the Owners/Licensee right/title/interest in the Said Land.
4. The Applicant(s) has tendered this Application for provisional allotment of a 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 Unit from the Company on as is where is basis (which shall refer not only to the physical condition of the Land and 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 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 Unit shall be made by the Company on '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 Unit on any particular floor and/or location, the allotment shall be made by the Company subject to the availability of the Unit in accordance with the preference indicated by the Applicant(s).
6. That in case, the Applicant(s) has booked the 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 / or commitments made by a channel partner to the Applicant(s).

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

1. The Applicant(s) shall execute a Flat Buyer's Agreement with the Company within 30 days from the date of dispatch of such Agreement through registered post by the Company along with the affidavits, declarations and undertakings contained therein. If the Applicant(s) fails to execute and deliver the Flat Buyer's Agreement to the Company within aforesaid stipulated period, then the allotment of the Applicant(s) shall be treated as cancelled and the Earnest Money and Non Refundable Amount (as defined hereinafter) paid by the Applicant (s) shall stand forfeited.



2. The Applicant(s) shall pay the Cost of Property and other charges calculated by the Company on the basis of the Super Built up area, which shall be the sum of Covered Area of the Unit and its non-exclusive pro-rata share of Common Areas including all pergolas, elevation features/ external finish (plaster)/projections. The Unit if provided with usable balcony shall be included in the Super built up Area of the Unit. However, the Applicant(s) shall not be entitled to cover any part of such open terrace or balcony. The calculation of the Super Built Up area of the Unit shall be more elaborately defined in the Flat Buyer's Agreement and the Applicant(s) affirms to be bound by same. In addition, though not forming a part of the computation of Super Built Up area for which price is charged, the Applicant(s) shall be entitled to undivided proportionate share of the land beneath the building/tower in which the 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.

3. The Applicant(s) agrees that reserved car parking space shall be an integral part of the Unit and cannot be sold or dealt with independent of the Unit. All clauses of this application and Flat Buyer's Agreement pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the said reserved parking space, wherever applicable. However, the Applicant(s) shall be entitled to apply for additional car parking spaces, subject to availability, upon payment of additional allotment charges, to be determined by the Company in its sole discretion. It is made clear to the Applicant(s) that the price of the Unit is exclusive of reserved car parking space, if allotted to him/her for his/her exclusive use. The Applicant(s) agrees that all such reserved car parking spaces allotted to the occupants shall not form a part of common areas of the project for the purpose of the declaration which may be filed by the company under Haryana Apartment Ownership Act 1983.

4. The Applicant(s) understands that all Units in the Project attract Preferential Location Charges ("PLC") for their locational advantage as more specifically defined in the Schedule of Payment. The Applicant understands that a Unit may attract more than one PLC depending upon its locational advantage. The Applicant(s) undertakes to pay such Preferential Location Charges without any demur or protest, should a unit provisionally allotted to him attracts more than one PLC .

5. The Applicant(s) agrees and undertakes to make payment of total sale consideration including Cost of Property (COP) and other charges as per the payment plan opted by the Applicant (s) or as per the demands raised by the Company from time to time in respect of the 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".

6. 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, or any tax/charges 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.

7. The Applicant(s) agrees that if the Government /concerned authority imposes any charges in respect of any other facilities as may be required or specified by the Government or DTCP, the same shall be payable by the Applicant(s) as and when demanded by the Company.

8. The Applicant(s) further 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 Unit then in such event his application for booking in respect of said Unit shall be cancelled and the amount deposited by the Applicant(s) at the time of booking shall be forfeited. The Applicant(s) undertakes that he shall not raise any dispute or claim of any nature whatsoever in this regard.

9. The Applicant(s) understands and agrees that the sale consideration of the 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 Unit may experience escalation; and may thus vary. The final cost of construction shall be calculated at the stage of completion of the project, 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, upon completion of the project, vary more than 5%, then the difference in the cost shall be charged or refunded to the Applicant(s), as the case may be, as per calculation made by the Company. The variance in the cost of construction shall be calculated on the basis of the following formula:

$$\left( \frac{\text{Rs.28,500/Square Meter}}{\text{Number of Years (3)}} \times \frac{\text{CL1+CL2+CL3}}{\text{CLSL}} \right) - \text{Present Cost of Construction}$$

Rs. 28,500/sq. Meter = cost of construction on the date of booking of Unit as determined by the Seller/Confirming party.

CLSL = Cost index of CPWD, on 1st August, 2012

CL1 = Cost index of CPWD on 1st August, 2013

CL2 = Cost index of CPWD on 1st August, 2014

CL3 = Cost index of CPWD at the time of offer of possession of the unit

10. 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 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 Unit allotted to him/her/them.

11. Timely payment of installments as per the Payment Plan 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 the 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 Flat Buyer's Agreement, including but not limited to the right to claim any compensation for delay in making offer for possession of the 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 Flat 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 Flat 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 Unit and shall also be liable to forfeiture of earnest money deposit, non-refundable amounts in terms of clause "E" hereinbelow.

12. The Applicant(s) has specifically acknowledged to the Company that the allotment of the 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 Unit and such other conditions as per applicable laws. The Applicant(s) understands and confirms that the allotment of the Unit made shall not be construed as sale or transfer under any applicable law and the title to the Unit hereby allotted shall be conveyed and transferred to the Applicant(s) only upon his fully discharging all his obligations, including payment of 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 Unit, including without limitation the size, and that the Applicant (s) confirms that he shall have no objection whatsoever in this regard.

13. The Applicant(s) shall use and occupy the Unit only for the purposes it is allotted to Applicant(s) in such manner and mode as may be provided in the Flat Buyer's Agreement and/or other directives issued by the Company or its representatives/nominees or as prescribed by applicable laws.

14. Notwithstanding anything contained elsewhere in these Terms and Conditions and the Flat Buyer's Agreement, it is expressly understood that timely payment of the installments as stipulated in the Payment Plan, payable in respect of the 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 Flat Buyer's Agreement.

#### **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 building plan that has been duly approved by DGTCP, however, the said building plan is subject to change upon receipt of additional licenses for additional area. The building plans, position and numbering of the Unit, designs and proposed specifications are also subject to change till the stage of grant of Occupation Certificate (OC) by the competent authority in this regard. The Lay out Plan, building plans and specifications are of indicative nature and may undergo change during the course of construction 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 otherwise, or due to force majeure reasons the same may be suitably effected, till receipt of OC either on the accord of the Company or on the basis of the instructions received from the competent authority in this regard. The Applicant(s) has, in token of his/her/its acceptance of various plans of the Project signed this Application and the Applicant(s) shall not raise any dispute/claim against the Company in this regard. The Applicant(s) hereby gives his consent to all such variations, additions, alterations, recasting and modifications, as may be carried out by the Company, in future, to the lay out plans and the building plans of the Project and undertakes not to object to the same at any point of time.

- a. If any Unit attracting single PLC at the time of allotment, attracts more than one PLC due to any of the aforesaid changes, revised Cost of Property/PLC shall be payable, by the Applicant(s). If any Unit attracting more than one PLC becomes less preferentially located, then in such an event the PLC shall be adjusted in final payments 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 super built up area of the said 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 Unit which was allotted to Applicant(s) is not being constructed or in case of absolute deletion of the Unit in the Project, the Company shall allot an alternate Unit in the Project, subject to availability and the Applicant(s) shall be liable to pay or entitled to refund the difference in the cost of property and other charges of alternate Unit, if any. If no alternate 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 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. If due to any of the aforesaid alteration/modification, the variation in the Super Built area of said unit exceeds +/- 15% (fifteen percent) of the originally booked area, the Company shall intimate the Applicant(s) in writing of such variation/change. The Applicant(s) confirms and agrees to pay any increase in COP and other charges in case Super Built Up area of the Unit is increased. In such case, the Applicant(s) shall be liable to pay BSP @ Rs. \_\_\_\_\_ per sq. ft. along with other charges in proportion to the increased Super Built-up Area. In case of any reduction in the Super Built Up area of the Unit, the Applicant(s) agrees that the Company shall refund (without any interest) or adjust any refund which becomes due to the Applicant(s) at the original booking rate in final payment. However, if the Applicant(s) writes to the Company within 30 (thirty) days of intimation by the Company indicating his non-consent/objections to such variation/alterations/modification, then the allotment shall be deemed to be cancelled and the Company shall refund the entire money received from the Applicant(s) without any interest, after adjusting any Non-Refundable Amounts.
2. The Applicant(s) agrees and gives his consent that in case at any point of time during the construction/development of the said project or thereafter, if FAR is increased due to government policy or for any reason whatsoever then the company shall be entitled to utilize the same and may build additional units, subject to necessary approvals.
  3. 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 land beneath the building in which the Unit is located and that 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.
  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 that timely payment of each installment of the Total Sale Consideration i.e. Cost of Property and other charges as stated herein is the essence of this transaction. In case the Applicant(s) neglects, omits, ignores, defaults, delays or fails, for any reason whatsoever, to pay in time to the Company any of the installments 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/ Flat 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 Unit and the Company shall have the absolute right to sell the said Unit to any third party.
  - b. shall approach the Company for the refund, if any, and the Company shall refund the balance amount, if any, to the Applicant(s) without any interest within (120) One Hundred Twenty Days from the date of sale of the 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 Unit will 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 ; or
- g. any legislation, order or rule or regulation made or issued by the Government or any other authority or if any Competent Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals/certificates for the Project/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;

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/ Flat Buyers Agreement becomes unviable, then the Company alone in its own judgment and discretion may terminate the Application/Agreement and in such case the only liability of the Company shall be to refund the amount paid by the Applicant(s) without any interest or compensation whatsoever. The Applicant(s) agree 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 Flat Buyers Agreement, including but not limited to the timely payment of installments of the Cost of Property and other charges as per the payment plan opted, Stamp Duty and registration charges, the Company proposes to offer possession of the Unit to the Applicant(s) within a period of 42 months from the date of sanction of the building plans or execution of the Flat Buyer's Agreement, whichever is later ("Commitment Period"). The Applicant(s) further agrees and understands that the Company shall additionally be entitled to a period of One Hundred Eighty (180) days ("Grace Period") after the expiry of the said Commitment Period for making an offer of possession of Unit.

2. Subject to the conditions contained hereinabove, if the Company fails to offer possession of the said Unit to the Applicant(s) by the end of the Grace Period, it shall be liable to pay to the Applicant(s) compensation at the rate of Rs. 5/- per month on the Super Built up area of the Unit ("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 as mentioned hereinabove. The Applicant(s) shall not be entitled to any other Compensation or penalty, direct or indirect losses, interest etc. for delay in handing over the possession 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.



3. The Applicant(s) undertakes to execute the conveyance/sale deed within 30 (thirty) days from the date of the Company intimating in writing the receipt of the certificate for use and occupation of the Building from the competent authority failing which the Applicant(s) authorizes the Company to exercise its right, in its sole discretion, to cancel the allotment and forfeit the Earnest Money and non-refundable amounts etc. and refund the balance amount paid by the Applicant(s), without any interest, upon sale of the Unit by the Company to any third Party.

4. Notwithstanding any other provisions stated herein as well as in the Flat Buyer's Agreement, the Applicant(s) agrees that if for any reason whatsoever he fails, ignores or neglects to take over the possession of the Unit in accordance with the notice for offer of possession of the Unit sent by the Company, Applicant(s) shall pay Holding Charges at the rate of Rs. 5/- per sq. ft. per month on the Super Built up area of the Unit till the time Applicant(s) takes over the possession of the 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 these Terms and Conditions and the Flat Buyer's Agreement.

#### **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 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. The transfer / nomination / assignment shall be allowed at the sole discretion of the Company, upon payment of charges as applicable from time to time, who may grant or refuse permission and also subject to the conditions/compliances as may be required to be fulfilled by the Applicant(s) as a pre-condition for such permission including but not limited to:

- a. every application for substitution of the name of the nominee(s) of the Applicant(s) in its place shall be made in writing in the format prescribed by the Company
- b. execution of a fresh agreement and timely payment by the nominee(s) of the Applicant(s) with the Company,
- c. submitting of all requisite documents, payment of administrative charges as applicable for the time being in force as per policy of the Company 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 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 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 be 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 Agency; Association/Society of Owner's.**

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 including the land, till such time, the same is taken over by the Owner's Association or the Local Authorities as the case may be. The Applicant(s) hereby agrees and undertakes to execute the Maintenance Service Agreement ("Maintenance Agreement") in the standard format prescribed by the Maintenance Service Provider/ Company, which is applicable to all the 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 Unit. Further, the Applicant(s) hereby undertakes, to deposit with the Company, as per the Schedule of Payment, and to always keep deposited with the said association/society/Maintenance Agency, as the case may be, as IFMS at the rate of Rs. 50/- per sq. ft. of the Super Built Up area of the Unit as and when demanded by the company, 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.

2. The Applicant(s) undertakes that upon allotment, the Applicant(s) shall become the member of association/society of the Unit owners in the Project, as may be formed or appointed by the Company on behalf of the said Applicant(s), and shall pay the fees, subscription charges thereof and shall also complete such documentation and formalities, as may be required by the Company for this purpose, as and when the allotment is formed. The allotment of the Unit shall be subject to strict compliance of community rules and regulations that may be made by the Company for occupation and use of the Unit more specifically set out in the Flat Buyer's Agreement.

#### **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 Unit or the receivables, if any, accruing or likely to accrue therefrom, subject to the 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 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 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 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 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 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 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 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:** The Applicant(s) agrees and undertakes that he shall maintain the Unit at his own cost and in a good condition and shall not do or cause to be done anything in or around the Unit which may be against the rules or bye-laws of the Municipal Corporation or any other Authority. The Applicant(s) further agrees and undertakes that he shall not carry out any changes or make any addition or alteration or modification, whether temporary or permanent, in or around the Unit or any part thereof.

**5. Compliance with Laws:** It is made abundantly clear that in respect of all remittances related to acquisition/transfer of the 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 Flat Buyer's Agreement. Any refund, transfer of security, if provided in terms of the this Application and/or Flat 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 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 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 including but not limited to Haryana Apartment Ownership Act, 1983 or any statutory 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 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 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 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 Flat Buyer's Agreement and/or any communications or reminders to the Applicant(s) and/or exercise of any single or individual remedy/ies where multiple remedies are available to the Company shall operate as acquiescence, condonation or waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege available to the Company contractually or under law. No such waiver will be deemed, or will constitute, a continuing waiver unless otherwise expressly so provided.

9. Information and Authorization: The Applicant(s) should correctly mention his/her Permanent Account Number ("PAN") in the Application form. However, if the same is not provided then the Application may be summarily rejected. The Application form should be signed by the Applicant(s), or his/her Registered Power of Attorney holder, who want(s) to purchase the Unit in the Project. Similarly, in the case of Company applying for the 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 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 Flat 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 Flat 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 Flat 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 Applicant(s) hereby confirms that he shall have no objection to such appointment and the Applicant(s) confirms that the Applicant(s) shall have no doubts as to the independence or impartiality of the said Arbitrator and shall not challenge the same. The arbitration proceedings shall be held in English language and decision of the Arbitrator including but not limited to costs of the proceedings/award shall be final and binding on the parties. The Courts at Gurgaon shall have the jurisdiction in all matters arising out of/touching upon and/or concerning this Application and/or Flat 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. \_\_\_\_\_

---

### **Documents to be submitted along with the application form**

**Mandatory to affix Photographs in designated area's in the Application form towards all mentioned below categories.**

#### **Resident of India:**

- Copy of PAN Card. Photograph 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 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



Form No. ....

**Application for Provisional Allotment of FLAT/UNIT in Group Housing Towers known as "Terra" situated at Sector- 37-D, Gurgaon, Haryana.**

**Instructions**

- All pages of the form must be signed by the Applicant
- Any deviation shall invite rejection of the application.
- All blanks (except those in the official use section) must be filled in.

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

**Date:** .....

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

Dear Sir/s,

I wish to tender my expression of interest for the provisional allotment of a residential Flat ("Unit"), tentatively admeasuring \_\_\_\_\_ sq. ft. (\_\_\_\_\_ sq. mtrs.) Super built up area, in your upcoming Group Housing Towers proposed to be developed on land parcel measuring approx. 19.74 acres known as "Terra" ("Towers"). The Towers are being developed as a part of your Group Housing project on land measuring approx. 43 acres situated at Sector- 37-D, revenue estate of Village Basai, Tehsil and Dist. Gurgaon, Haryana (said "Project"), in terms of Licenses granted by Director General, Town and Country Planning bearing Nos. 83 of 2008 and 94 of 2011. I wish to opt for the Construction Linked Payment Plan/Time Linked Payment Plan [ ], Down Payment Plan [ ], Subvention Plan [ ], Possession Linked Payment Plan [ ].

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, the Company shall deduct an amount of Rs. 25000/- and service tax paid to statutory authorities, if any, out of the partial booking amount received by Company and refund the balance to the Applicant(s).

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

I am tendering this application with the full knowledge that the Company along with its associate/subsidiary/group/affiliate companies is in the process of developing the said Project and shall confirm the allotment of Unit 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 but I have relied on my own judgment and investigation in deciding to apply for provisional allotment of the said 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 Company, or channel partners or otherwise including but not limited to any representations relating to the description or physical condition of the upcoming Project and/or the 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 sale consideration and other charges including delayed payment charges, forfeiture of the Earnest Money and deduction of any interest amount, due or payable, and/or any other amount of non-refundable nature, etc. as laid down in this application and its attachments. All the payments towards Development Charges, Preferential Location charges, Maintenance Charges, Service Tax and any other statutory charges 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, for payments, shall be decided by the Bank/Financial Institution in their sole discretion and in accordance with their policies. I further agree and understand that if the Subvention Scheme is availed by me, I shall 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.

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

\_\_\_\_\_

\_\_\_\_\_

PIN \_\_\_\_\_

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

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

Please affix  
your  
photograph  
here

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 \_\_\_\_\_

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

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

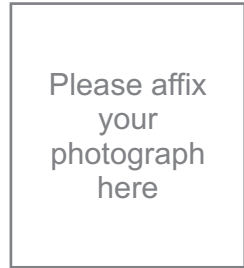
\_\_\_\_\_

\_\_\_\_\_

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

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

\*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. \_\_\_\_\_

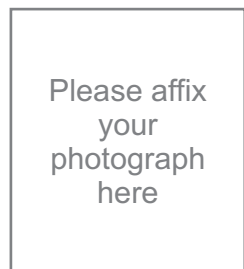
Ward/Circle/Special range and place where assessed to income tax \_\_\_\_\_

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

\_\_\_\_\_

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

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



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

PIN \_\_\_\_\_

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

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

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

4. Unit Type: \_\_\_\_\_

Unit No. \_\_\_\_\_ Floor no. \_\_\_\_\_ Building/Block no. \_\_\_\_\_

Super Built Up Area \_\_\_\_\_ Sq. ft. \_\_\_\_\_ Sq. Mtrs. (approx.)

The Cost of Property (subject to any variation as per clause 4B) for the Flat/Unit in "Terra", Sector - 37D, Gurgaon, Haryana, shall include the following:

- A. Basic Sale Price Rs: 6000/- per sq. feet calculated on Super Built Up Area
- B. Development Charges ("DC") @ Rs. \_\_\_\_\_/- per square feet calculated on Super Built Up Area
- C. Car Parking allotment charges ("CPC")  
Open Car Parking @ Rs. \_\_\_\_\_ per bay  
Covered Car Parking @ Rs. \_\_\_\_\_ per bay
- D. All units will attract one or more Preferential Location Charge ("PLC"), as applicable due to their locational advantage, as per the table below. However, the total PLC for a Unit shall not exceed 12% of BSP.

**Preferential Location Charges (PLC's) on BSP**

Corner	7%
Corner + Club or Park Facing	10%
Park Facing	7%
Ground Floor	5%
First Floor	4%
Second / Third Floor	3%

Total amount payable for PLC: \_\_\_\_\_/-

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

**In addition to the aforesaid cost of property the Applicant(s) has undertaken and agreed to pay following charges:**

- E. Interest Free Maintenance Security Deposit ("IFMS") @ Rs. 50/- per square feet calculated on Super Built up Area.
- F. Club member Charges ("CMC"): Rs 2,00,000/- per family.
- G. Fire Fighting Charges ("FFC") + Power Backup Installation Charges ("PBIC") + Electricity connection charges ("ECC") @ Rs. 100/- per square feet calculated on Super Built up Area.
- H. Electrification charges shall be proportionately charged extra and will be informed before handing over the physical possession of the Unit.
- I. Any other charge (s) which the Company / Maintenance Service Provider may demand for providing any additional service/ amenity/ facility etc. or for up gradation of any existing service/ amenity/ facility etc.

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

- J. (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,
- K. (i) Infrastructure Augmentation Charge (IAC) as conveyed and/or demanded by the HUDA, DTCP or the Government of Haryana any increase thereof, retrospectively or prospectively,
- (ii) Any interest paid and/or payable thereon to the concerned Authorities including any increase, retrospectively or prospectively,
- L. 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.
- M. 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. PAYMENT PLAN: DOWN PAYMENT PLAN [ ] / CONSTRUCTION LINKED PAYMENT PLAN [ ] / TIME LINKED PAYMENT PLAN [ ] / SUBVENTION PLAN [ ] / Possession Linked Payment Plan [ ]

<b>Construction / Time Linked Payment Plan</b>	
Booking Amount	10% of BSP
Within 45 days of Booking	Complete 20% of BSP
On Excavation or within 90 days of Booking*	10% of BSP
On completion of Raft or within 6 months of booking*	7.5% of BSP+ 25% of PLC + 25% of DC
On casting of Basement roof slab or within 10 months of booking*	7.5% of BSP+ 25% of PLC + 25% of DC
On casting of First Floor roof slab or within 12 months of booking*	7.5% of BSP+ 25% of PLC + 25% of DC
On casting of Fourth Floor roof slab or within 15 months of booking*	7.5% of BSP+ 25% of PLC + 25% of DC
On casting of Seventh Floor roof slab or within 18 months of booking*	5% of BSP + CPC
On casting of Tenth Floor roof slab or within 21 months of booking*	5% of BSP + Club Membership Charges
On casting of Fourteenth Floor roof slab or within 24 months of booking*	5% of BSP
On casting of Sixteenth Floor roof slab or within 27 months of booking*	5% of BSP
On casting of Top Floor roof slab or within 30 months of booking*	5% of BSP
On start of Brickwork of Tenth Floor or within 33 months of booking*	5% of BSP
On start of Cladding or within 36 months of booking*	5% of BSP
At the time of offer for Possession	5% of BSP+ IFMS+ PBIC + ECC + FFC + Registration charges+ Stamp Duty

\* whichever is later

<b>Down Payment Plan ( 10% Rebate)</b>	
Booking Amount	10% of BSP
Within 45 days of booking	Complete 95% of B.S.P + (100% PLC + DC + Car Parking Charges + Club + Membership Charges + FFC, PBIC & ECC)
At the time of offer for Possession	5% of BSP + IFMS + Registration Charges + Stamp Duty + Any other Charges

**Subvention Scheme**

Booking Amount	10% of BSP
Within 45 days of Booking	Complete 20% of COP* (From Customer)
	35% of COP* (From Bank)**
Within 12 months of booking	20% of COP* (From Bank)**
Within 24 months of booking	20% of COP* (From Bank)**
On Offer of Possession	5% of COP* + Club Membership + PBIC + IFMS + Stamp Duty + Registration Charges & Administrative Charges (From Customer)

\*COP Includes Basic Sales Price, Development Charges, Car Parking Charges and PLC, if applicable.

\*\* As per Bank Policy

**Possession linked Payment Plan**

Booking Amount	10% of BSP
Within 45 days of booking	Complete 30% of BSP
Within 12 months of booking	30% of BSP + (100% PLC + DC + Car Parking Charges + Club Membership Charges + FFC, PBIC & ECC)
Within 36 months of booking	20% of BSP
At the time of offer for Possession	20% of BSP + IFMS + Registration Charges + Stamp Duty + Any other Charges

Note:-

- i. Service tax shall be payable extra, 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 "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. Applicant's Sales Organiser's Name & Address:

---

7. DECLARATION:

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

Date :

Place:

Yours faithfully,

x

Signature of Applicant(s)



**FOR OFFICE USE ONLY**

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

1. ACCEPTED / REJECTED

FLAT/Unit No. \_\_\_\_\_, Floor no. \_\_\_\_\_ Building Block No. \_\_\_\_\_

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

2. Basic Sale Price (BSP): Rs \_\_\_\_\_

Preferential location Charges: Rs. \_\_\_\_\_/- (Lump sum)

**Note:** All the payments towards Development Charges, Preferential Location charges (for superior location), 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, as and when demanded by the Company or its designated maintenance agency for the said project.

3. Stamp duty and registration charges etc. at actuals and processing fee shall be charged extra and to be borne by the Applicant(s).

4. PAYMENT PLAN: Down Payment Plan [ ] / Construction Linked Payment Plan [ ] / Time Linked Payment Plan [ ] / Subvention Plan [ ] / Possession Linked Payment Plan [ ]

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

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

7. Remarks:

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

Authorized Signatory

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

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

Signature

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

### A. Nature of these Terms and Conditions.

1. The Terms and Conditions given below have been thoroughly read, understood and agreed between the Applicant (s) and the Company 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 Flat 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 residential Flat ("Unit") in Towers known as "Terra" being part of the Project spread over multiple towers consisting of multiple levels/Flats, complete in all respects with reference to civil finishes, electrical power upto the distribution panels, elevators and power back-up.

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

1. The Applicant(s) has tendered this Application for provisional allotment of a 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 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 alongwith its associate/group companies and collaborating parties are the Owner/licensee in possession of the land approx. 43 Acres situated in Sector- 37-D, revenue estate of Village Basai, Tehsil and Distt. Gurgaon, Haryana ("Said Land") and is sufficiently entitled to develop, sell and deal with the Project proposed to be constructed on the said land in respect of which the Director, Town and Country Planning, Chandigarh, Haryana has issued the Licenses bearing number Nos. 83 of 2008 and 94 of 2011. The Owner/Licensee has authorized M/s BPTP Ltd. ("Company"), to develop/construct the 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 Owners/Licensee to the Said Land and has understood all limitations and obligations of the Owners/Licensee in respect thereof. The Applicant(s) states and undertakes not to hereinafter raise objections with respect to the Owners/Licensee right/title/interest in the Said Land.
4. The Applicant(s) has tendered this Application for provisional allotment of a 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 Unit from the Company on as is where is basis (which shall refer not only to the physical condition of the Land and 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 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 Unit shall be made by the Company on '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 Unit on any particular floor and/or location, the allotment shall be made by the Company subject to the availability of the Unit in accordance with the preference indicated by the Applicant(s).
6. That in case, the Applicant(s) has booked the 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 / or commitments made by a channel partner to the Applicant(s).

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

1. The Applicant(s) shall execute a Flat Buyer's Agreement with the Company within 30 days from the date of dispatch of such Agreement through registered post by the Company along with the affidavits, declarations and undertakings contained therein. If the Applicant(s) fails to execute and deliver the Flat Buyer's Agreement to the Company within aforesaid stipulated period, then the allotment of the Applicant(s) shall be treated as cancelled and the Earnest Money and Non Refundable Amount (as defined hereinafter) paid by the Applicant (s) shall stand forfeited.

2. The Applicant(s) shall pay the Cost of Property and other charges calculated by the Company on the basis of the Super Built up area, which shall be the sum of Covered Area of the Unit and its non-exclusive pro-rata share of Common Areas including all pergolas, elevation features/ external finish (plaster)/projections. The Unit if provided with usable balcony shall be included in the Super built up Area of the Unit. However, the Applicant(s) shall not be entitled to cover any part of such open terrace or balcony. The calculation of the Super Built Up area of the Unit shall be more elaborately defined in the Flat Buyer's Agreement and the Applicant(s) affirms to be bound by same. In addition, though not forming a part of the computation of Super Built Up area for which price is charged, the Applicant(s) shall be entitled to undivided proportionate share of the land beneath the building/tower in which the 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.

3. The Applicant(s) agrees that reserved car parking space shall be an integral part of the Unit and cannot be sold or dealt with independent of the Unit. All clauses of this application and Flat Buyer's Agreement pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the said reserved parking space, wherever applicable. However, the Applicant(s) shall be entitled to apply for additional car parking spaces, subject to availability, upon payment of additional allotment charges, to be determined by the Company in its sole discretion. It is made clear to the Applicant(s) that the price of the Unit is exclusive of reserved car parking space, if allotted to him/her for his/her exclusive use. The Applicant(s) agrees that all such reserved car parking spaces allotted to the occupants shall not form a part of common areas of the project for the purpose of the declaration which may be filed by the company under Haryana Apartment Ownership Act 1983.

4. The Applicant(s) understands that all Units in the Project attract Preferential Location Charges ("PLC") for their locational advantage as more specifically defined in the Schedule of Payment. The Applicant understands that a Unit may attract more than one PLC depending upon its locational advantage. The Applicant(s) undertakes to pay such Preferential Location Charges without any demur or protest, should a unit provisionally allotted to him attracts more than one PLC .

5. The Applicant(s) agrees and undertakes to make payment of total sale consideration including Cost of Property (COP) and other charges as per the payment plan opted by the Applicant (s) or as per the demands raised by the Company from time to time in respect of the 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".

6. 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, or any tax/charges 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.

7. The Applicant(s) agrees that if the Government /concerned authority imposes any charges in respect of any other facilities as may be required or specified by the Government or DTCP, the same shall be payable by the Applicant(s) as and when demanded by the Company.

8. The Applicant(s) further 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 Unit then in such event his application for booking in respect of said Unit shall be cancelled and the amount deposited by the Applicant(s) at the time of booking shall be forfeited. The Applicant(s) undertakes that he shall not raise any dispute or claim of any nature whatsoever in this regard.

9. The Applicant(s) understands and agrees that the sale consideration of the 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 Unit may experience escalation; and may thus vary. The final cost of construction shall be calculated at the stage of completion of the project, 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, upon completion of the project, vary more than 5%, then the difference in the cost shall be charged or refunded to the Applicant(s), as the case may be, as per calculation made by the Company. The variance in the cost of construction shall be calculated on the basis of the following formula:

$$\left( \frac{\text{Rs.28,500/Square Meter}}{\text{Number of Years (3)}} \times \frac{\text{CL1+CL2+CL3}}{\text{CLSL}} \right) - \text{Present Cost of Construction}$$

Rs. 28,500/sq. Meter = cost of construction on the date of booking of Unit as determined by the Seller/Confirming party.

CLSL = Cost index of CPWD, on 1st August, 2012

CL1 = Cost index of CPWD on 1st August, 2013

CL2 = Cost index of CPWD on 1st August, 2014

CL3 = Cost index of CPWD at the time of offer of possession of the unit

10. 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 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 Unit allotted to him/her/them.

11. Timely payment of installments as per the Payment Plan 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 the 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 Flat Buyer's Agreement, including but not limited to the right to claim any compensation for delay in making offer for possession of the 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 Flat 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 Flat 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 Unit and shall also be liable to forfeiture of earnest money deposit, non-refundable amounts in terms of clause "E" hereinbelow.

12. The Applicant(s) has specifically acknowledged to the Company that the allotment of the 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 Unit and such other conditions as per applicable laws. The Applicant(s) understands and confirms that the allotment of the Unit made shall not be construed as sale or transfer under any applicable law and the title to the Unit hereby allotted shall be conveyed and transferred to the Applicant(s) only upon his fully discharging all his obligations, including payment of 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 Unit, including without limitation the size, and that the Applicant (s) confirms that he shall have no objection whatsoever in this regard.

13. The Applicant(s) shall use and occupy the Unit only for the purposes it is allotted to Applicant(s) in such manner and mode as may be provided in the Flat Buyer's Agreement and/or other directives issued by the Company or its representatives/nominees or as prescribed by applicable laws.

14. Notwithstanding anything contained elsewhere in these Terms and Conditions and the Flat Buyer's Agreement, it is expressly understood that timely payment of the installments as stipulated in the Payment Plan, payable in respect of the 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 Flat Buyer's Agreement.

#### **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 building plan that has been duly approved by DGTCP, however, the said building plan is subject to change upon receipt of additional licenses for additional area. The building plans, position and numbering of the Unit, designs and proposed specifications are also subject to change till the stage of grant of Occupation Certificate (OC) by the competent authority in this regard. The Lay out Plan, building plans and specifications are of indicative nature and may undergo change during the course of construction 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 otherwise, or due to force majeure reasons the same may be suitably effected, till receipt of OC either on the accord of the Company or on the basis of the instructions received from the competent authority in this regard. The Applicant(s) has, in token of his/her/its acceptance of various plans of the Project signed this Application and the Applicant(s) shall not raise any dispute/claim against the Company in this regard. The Applicant(s) hereby gives his consent to all such variations, additions, alterations, recasting and modifications, as may be carried out by the Company, in future, to the lay out plans and the building plans of the Project and undertakes not to object to the same at any point of time.

- a. If any Unit attracting single PLC at the time of allotment, attracts more than one PLC due to any of the aforesaid changes, revised Cost of Property/PLC shall be payable, by the Applicant(s). If any Unit attracting more than one PLC becomes less preferentially located, then in such an event the PLC shall be adjusted in final payments 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 super built up area of the said 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 Unit which was allotted to Applicant(s) is not being constructed or in case of absolute deletion of the Unit in the Project, the Company shall allot an alternate Unit in the Project, subject to availability and the Applicant(s) shall be liable to pay or entitled to refund the difference in the cost of property and other charges of alternate Unit, if any. If no alternate 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 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. If due to any of the aforesaid alteration/modification, the variation in the Super Built area of said unit exceeds +/- 15% (fifteen percent) of the originally booked area, the Company shall intimate the Applicant(s) in writing of such variation/change. The Applicant(s) confirms and agrees to pay any increase in COP and other charges in case Super Built Up area of the Unit is increased. In such case, the Applicant(s) shall be liable to pay BSP @ Rs. \_\_\_\_\_ per sq. ft. along with other charges in proportion to the increased Super Built-up Area. In case of any reduction in the Super Built Up area of the Unit, the Applicant(s) agrees that the Company shall refund (without any interest) or adjust any refund which becomes due to the Applicant(s) at the original booking rate in final payment. However, if the Applicant(s) writes to the Company within 30 (thirty) days of intimation by the Company indicating his non-consent/objections to such variation/alterations/modification, then the allotment shall be deemed to be cancelled and the Company shall refund the entire money received from the Applicant(s) without any interest, after adjusting any Non-Refundable Amounts.
2. The Applicant(s) agrees and gives his consent that in case at any point of time during the construction/development of the said project or thereafter, if FAR is increased due to government policy or for any reason whatsoever then the company shall be entitled to utilize the same and may build additional units, subject to necessary approvals.
  3. 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 land beneath the building in which the Unit is located and that 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.
  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 that timely payment of each installment of the Total Sale Consideration i.e. Cost of Property and other charges as stated herein is the essence of this transaction. In case the Applicant(s) neglects, omits, ignores, defaults, delays or fails, for any reason whatsoever, to pay in time to the Company any of the installments 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/ Flat 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 Unit and the Company shall have the absolute right to sell the said Unit to any third party.
  - b. shall approach the Company for the refund, if any, and the Company shall refund the balance amount, if any, to the Applicant(s) without any interest within (120) One Hundred Twenty Days from the date of sale of the 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 Unit will 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 ; or
- g. any legislation, order or rule or regulation made or issued by the Government or any other authority or if any Competent Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals/certificates for the Project/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;

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/ Flat Buyers Agreement becomes unviable, then the Company alone in its own judgment and discretion may terminate the Application/Agreement and in such case the only liability of the Company shall be to refund the amount paid by the Applicant(s) without any interest or compensation whatsoever. The Applicant(s) agree 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 Flat Buyers Agreement, including but not limited to the timely payment of installments of the Cost of Property and other charges as per the payment plan opted, Stamp Duty and registration charges, the Company proposes to offer possession of the Unit to the Applicant(s) within a period of 42 months from the date of sanction of the building plans or execution of the Flat Buyer's Agreement, whichever is later ("Commitment Period"). The Applicant(s) further agrees and understands that the Company shall additionally be entitled to a period of One Hundred Eighty (180) days ("Grace Period") after the expiry of the said Commitment Period for making an offer of possession of Unit.

2. Subject to the conditions contained hereinabove, if the Company fails to offer possession of the said Unit to the Applicant(s) by the end of the Grace Period, it shall be liable to pay to the Applicant(s) compensation at the rate of Rs. 5/- per month on the Super Built up area of the Unit ("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 as mentioned hereinabove. The Applicant(s) shall not be entitled to any other Compensation or penalty, direct or indirect losses, interest etc. for delay in handing over the possession 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.

3. The Applicant(s) undertakes to execute the conveyance/sale deed within 30 (thirty) days from the date of the Company intimating in writing the receipt of the certificate for use and occupation of the Building from the competent authority failing which the Applicant(s) authorizes the Company to exercise its right, in its sole discretion, to cancel the allotment and forfeit the Earnest Money and non-refundable amounts etc. and refund the balance amount paid by the Applicant(s), without any interest, upon sale of the Unit by the Company to any third Party.

4. Notwithstanding any other provisions stated herein as well as in the Flat Buyer's Agreement, the Applicant(s) agrees that if for any reason whatsoever he fails, ignores or neglects to take over the possession of the Unit in accordance with the notice for offer of possession of the Unit sent by the Company, Applicant(s) shall pay Holding Charges at the rate of Rs. 5/- per sq. ft. per month on the Super Built up area of the Unit till the time Applicant(s) takes over the possession of the 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 these Terms and Conditions and the Flat Buyer's Agreement.

#### **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 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. The transfer / nomination / assignment shall be allowed at the sole discretion of the Company, upon payment of charges as applicable from time to time, who may grant or refuse permission and also subject to the conditions/compliances as may be required to be fulfilled by the Applicant(s) as a pre-condition for such permission including but not limited to:

- a. every application for substitution of the name of the nominee(s) of the Applicant(s) in its place shall be made in writing in the format prescribed by the Company
- b. execution of a fresh agreement and timely payment by the nominee(s) of the Applicant(s) with the Company,
- c. submitting of all requisite documents, payment of administrative charges as applicable for the time being in force as per policy of the Company 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 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 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 be 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 Agency; Association/Society of Owner's.**

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 including the land, till such time, the same is taken over by the Owner's Association or the Local Authorities as the case may be. The Applicant(s) hereby agrees and undertakes to execute the Maintenance Service Agreement ("Maintenance Agreement") in the standard format prescribed by the Maintenance Service Provider/ Company, which is applicable to all the 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 Unit. Further, the Applicant(s) hereby undertakes, to deposit with the Company, as per the Schedule of Payment, and to always keep deposited with the said association/society/Maintenance Agency, as the case may be, as IFMS at the rate of Rs. 50/- per sq. ft. of the Super Built Up area of the Unit as and when demanded by the company, 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.



2. The Applicant(s) undertakes that upon allotment, the Applicant(s) shall become the member of association/society of the Unit owners in the Project, as may be formed or appointed by the Company on behalf of the said Applicant(s), and shall pay the fees, subscription charges thereof and shall also complete such documentation and formalities, as may be required by the Company for this purpose, as and when the allotment is formed. The allotment of the Unit shall be subject to strict compliance of community rules and regulations that may be made by the Company for occupation and use of the Unit more specifically set out in the Flat Buyer's Agreement.

#### **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 Unit or the receivables, if any, accruing or likely to accrue therefrom, subject to the 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 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 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 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 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 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 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 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:** The Applicant(s) agrees and undertakes that he shall maintain the Unit at his own cost and in a good condition and shall not do or cause to be done anything in or around the Unit which may be against the rules or bye-laws of the Municipal Corporation or any other Authority. The Applicant(s) further agrees and undertakes that he shall not carry out any changes or make any addition or alteration or modification, whether temporary or permanent, in or around the Unit or any part thereof.

**5. Compliance with Laws:** It is made abundantly clear that in respect of all remittances related to acquisition/transfer of the 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 Flat Buyer's Agreement. Any refund, transfer of security, if provided in terms of the this Application and/or Flat 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 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 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 including but not limited to Haryana Apartment Ownership Act, 1983 or any statutory 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 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 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 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 Flat Buyer's Agreement and/or any communications or reminders to the Applicant(s) and/or exercise of any single or individual remedy/ies where multiple remedies are available to the Company shall operate as acquiescence, condonation or waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege available to the Company contractually or under law. No such waiver will be deemed, or will constitute, a continuing waiver unless otherwise expressly so provided.

9. Information and Authorization: The Applicant(s) should correctly mention his/her Permanent Account Number ("PAN") in the Application form. However, if the same is not provided then the Application may be summarily rejected. The Application form should be signed by the Applicant(s), or his/her Registered Power of Attorney holder, who want(s) to purchase the Unit in the Project. Similarly, in the case of Company applying for the 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 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 Flat 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 Flat 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 Flat 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 Applicant(s) hereby confirms that he shall have no objection to such appointment and the Applicant(s) confirms that the Applicant(s) shall have no doubts as to the independence or impartiality of the said Arbitrator and shall not challenge the same. The arbitration proceedings shall be held in English language and decision of the Arbitrator including but not limited to costs of the proceedings/award shall be final and binding on the parties. The Courts at Gurgaon shall have the jurisdiction in all matters arising out of/touching upon and/or concerning this Application and/or Flat 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. \_\_\_\_\_

---

### **Documents to be submitted along with the application form**

**Mandatory to affix Photographs in designated area's in the Application form towards all mentioned below categories.**

#### **Resident of India:**

- Copy of PAN Card. Photograph 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 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