

Dated: __/__/2011

To,

BPTP Limited

M-11, Middle Circle, Connaught Place,
New Delhi – 110 001

Dear Sirs,

Sub: Application for Allotment of Corporate Suite(s) at Capital City, Sector-94, Noida (UP)

I/We request that my/our application may be considered for allotment of a Corporate Suite(s) (hereinafter referred to as "SPACE") tentatively admeasuring about _____ sq. ft. (_____sq. mtrs.) super area in your forthcoming complex at Sector 94, Capital City, Noida, UP, under your Down Payment / Construction Linked Payment Plan/Assured Return Plan [*** strike out whichever is inapplicable**].

I/We hereby tender a sum of Rs. _____ (Rupees _____) only by Bank Draft/Cheque as application money, the details of which are mentioned in the Schedule attached hereto.

In the event of the company accepting my/our application and allotting Space to me/us, I/We agree to pay further installments of basic price / premium and all other dues, charges etc ("Consideration") and taxes including fresh incidence of tax as stipulated in this application or which may be levied by the Government and as per the Agreement to Sub Lease ("Agreement") on standard format of the Company and the Payment Plan, as explained to me/us by the company and understood by me/us.

I/We have clearly understood that this application does not constitute an Agreement to Sub-Lease and I/We do not become entitled to allotment of Space notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the amount tendered with this application. I/We confirm and undertake that upon allotment of the Space, I/We shall be bound by the same. However, it is only upon the threshold limit of payment of 10% of Basic Price / Premium being met that the allotment shall be made. I/We also confirm that whenever called upon by the Company, I/We will execute all necessary documents/affidavit including Agreement on the company's Standard format agreeing to abide by the terms and conditions laid down therein.

I/We am/are making this application with the full knowledge that the Company is in the process of developing the complex and shall make the allotment of Space in due course of time, subject to availability.

I/We agree to abide by the terms and conditions of this application including those relating to payment of consideration and other charges, forfeiture etc. (as explained in Terms and Conditions) and execution of the necessary documents/affidavit including Agreement.

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SECOND APPLICANT(S)

*Mr./Mrs./Ms. _____

*S/W/D/o _____

*Nationality _____

*Age _____ years, Profession _____ Service _____

Residential Status:

*Resident/ NRI /PIO _____

*Income Tax Permanent Account No. _____

*Mailing Address: _____

_____ PIN _____

*Tel No. _____ Fax No. _____

*Office Name & Address _____

_____ PIN _____

*Tel.Nos. _____

*E-mail ID: _____ Mobile : _____

Please affix your
photograph here

3

THIRD APPLICANT(S)

*Mr./Mrs./Ms. _____

*S/W/D/o _____

*Nationality _____

*Age _____ years, Profession _____ Service _____

Residential Status:

*Resident/NRI/PIO _____

*Income Tax Permanent Account No. _____

*Mailing Address: _____

_____ PIN _____

*Tel No. _____ Fax No. _____

*Office Name & Address _____

_____ PIN _____

*Tel.Nos. _____

*E-mail ID: _____ Mobile : _____

(For additional Applicant use separate sheet)

Please affix your
photograph here

B	<p>IF THE APPLICANT(S) IS A COMPANY</p> <p>M/s. _____, a company incorporated under the Indian Companies Act, 1956 having its registered office at _____, acting through its Authorized Signatory Mr. _____, who has been duly authorized vide a Board Resolution/Power of Attorney dated _____.</p> <p>* Income Tax Permanent Account No. _____ (* Copy of Certificate of Incorporation, Board Resolution and PAN card to be attached)</p> <p>* Mailing Address (if different from above): _____ _____ _____ PIN _____</p> <p>* Tel No. _____ Fax No. _____</p> <p>* E-mail ID: _____ Mobile : _____</p>
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C	<p>IF THE APPLICANT(S) IS A PROPRIETORSHIP CONCERN</p> <p>Shri/Smt. _____, S/o _____, R/o _____, _____</p> <p>Proprietor of M/s _____, having its office at _____ _____</p> <p>* Income Tax Permanent Account No. _____ (* Copy of PAN card and registration of Proprietorship firm to be attached)</p> <p>* Mailing Address (if different from above): _____ _____ _____ PIN _____</p> <p>* Tel No. _____ Fax No. _____</p> <p>* E-mail ID: _____ Mobile : _____</p>
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D	<p>IF THE APPLICANT(S) IS A PARTNERSHIP FIRM</p> <p>M/s _____, a partnership firm having its principal place of business at _____, through its Partner Mr./Mrs. _____, S/o _____, R/o _____.</p> <p>* Income Tax Permanent Account No. _____ (* Copy of FORM A & B (if registered) or Partnership Deed and PAN card to be attached)</p> <p>* Mailing Address (if different from above): _____ _____ _____ PIN _____</p> <p>* Tel No. _____ Fax No. _____</p> <p>* E-mail ID: _____ Mobile : _____</p>
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4	<p>Details of Space</p> <p>Corporate Suite Nos. _____</p> <p>_____ Sq. ft. (_____ Sq. Mtrs.) No. of Units Applied _____</p> <p>A. Basic Price / Premium @ Rs. _____ per sq. ft. of the super area = _____</p> <p>B. Preferential location Charges, if applicable :</p> <p> i) @ Rs. _____ per sq. ft. of the super area _____</p> <p> ii) @ Rs. _____ per sq. ft. of the super area _____</p> <p> iii) @ Rs. _____ per sq. ft. of the super area _____</p> <p>Total price payable for PLC: _____</p> <p>C. Parking Spaces Required: _____</p>
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	<p>Premium for right to use _____</p> <p>D. Interest Free Maintenance Security (IFMS): Rs. _____ per sq. ft. super area</p> <p>E. Capital Replenishment Fund (CRF): Rs. _____ per sq. ft. of super area</p> <p>H. One time lease Rent : Rs. _____ (please refer to allied charges table)</p> <p>I. Stamp duty, registration and other Misc. charges etc. shall be extra and to be borne by the Applicant(s).</p>												
5	<p>PAYMENT PLAN: (*Tick one)</p> <p>DOWN PAYMENT PLAN [] / CONSTRUCTION LINKED PAYMENT PLAN [] / ASSURED RETURN []</p>												
6	<p>Intended Occupation: Self [] Further Sub-Lease []</p> <p>In case of further sub-lease, whether the Applicant(s) wishes to exercise the option through company's efforts*. Yes / No</p> <p>* the company cannot guarantee any leasing, however it would endeavor to further sub-lease the space on a best effort basis and the same would be binding on the applicant(s) in all respects including merger with any other unit to create larger leasable spaces</p>												
7	<table border="0"> <tr> <td>Broker details:</td> <td>Broker Stamp:</td> <td>Broker Signature:</td> </tr> <tr> <td>_____</td> <td></td> <td></td> </tr> <tr> <td>_____</td> <td></td> <td></td> </tr> <tr> <td>_____</td> <td></td> <td></td> </tr> </table>	Broker details:	Broker Stamp:	Broker Signature:	_____			_____			_____		
Broker details:	Broker Stamp:	Broker Signature:											

8	<p>DECLARATION:</p> <p>I/We the applicant(s) do hereby declare that my/our application for allotment of Space to the Company is irrevocable and that the above particulars / information given by me/us are true and correct and nothing has been concealed there from. I/We acknowledge that it is only upon encashment of the instrument, the application will be considered for allotment. I/We hereby confirm and undertake that I/We have read and understood the Terms and Conditions annexed, which has been duly signed by me/us on each page after reading and understanding the contents of the same and I/We further undertake to abide by the same.</p>												

Date

Yours faithfully,

Place:

Signature of Applicant(s)

Note:-

All Payments to be made by A/c Payee Cheque(s) / Demand Draft(s) in favor of "BPTP Limited – A/c Capital City", payable at New Delhi / Delhi only.

ALLIED CHARGES

• **Right to use Car Parking slot**

- 1st Basement Rs. 400,000/- per slot
- 2nd Basement Rs. 350,000/- per slot
- 3rd Basement Rs. 300,000/- per slot
- » 1 parking slot mandatory for every 1000 sq. ft. area applied. For more than 1000 sq. ft., 1 (one) car parking slot for every additional 1,000 sq. ft. or multiple thereof, has also to be applied.

• **PLC**

(For units up to 3000 sq ft)

- Front Facing Rs. 1000/- per sq ft
- Corner Units Rs. 1000/- per sq ft
- Front Facing & Corner Units Rs. 1250/- per sq ft

(For units over 3000 sq ft)

- Front Facing Rs. 500/- per sq ft
- Corner Units Rs. 500/- per sq ft
- Front Facing & Corner Units Rs. 750/- per sq ft

• **One Time Lease Rent**

Rs.901 per sq ft

- » Calculation is based on proposed FAR of 4. In case the FAR of 4 is withdrawn or is not achieved or availed by the Company for any reason, whatsoever, the lease rent payable shall vary accordingly

• **Charges at the time of possession (*tentative)**

- Interest Free Maintenance Security Rs. 96/- per sq ft
- Capital Replenishment Fund Rs. 150/- per sq ft

PAYMENT PLAN
CONSTRUCTION LINKED

Application Amount	10% of Basic Price / Premium
Within 75 days of Application	10% of Basic Price / Premium
Within 150 days of Application	10% of Basic Price / Premium
Within 210 days of Application	10% of Basic Price / Premium
On casting of basement raft	10% of Basic Price / Premium + 25% of Car Parking Charges + 25% of PLC
On casting of 4 th floor slab	10% of Basic Price / Premium + 25% of Car Parking Charges + 25% of PLC
On casting of 10 th floor slab	10% of Basic Price / Premium + 25% of Car Parking Charges + 25% of PLC
On casting of 15 th floor slab	10% of Basic Price / Premium + 25% of Car Parking Charges + 25% of PLC
On casting of top floor slab	10% of Basic Price / Premium
At the time of offer of possession	10% of Basic Price / Premium + IFMS + Capital Replenishment Fund

DOWN PAYMENT

(10% rebate on **Basic Price / Premium**)

Application Amount	10% of Basic Price / Premium
Within 45 days of Application	Complete 90% of Basic Price / Premium + Car Parking Charges + PLC
At the time of offer of possession	10% of Basic Price / Premium + IFMS + Capital Replenishment Fund

FOR OFFICE USE ONLY

RECEIVING OFFICER: Name _____ Signature _____ date _____:

1. ACCEPTED / REJECTED

2. Super area (approx): _____ sq.ft. _____ sq. mtr.

Basic Price x Super Area: Rs. _____

Floor Preference (in order): 1. _____ 2. _____ 3. _____

Preferential location Charges, if applicable:

Rs. _____

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

If Assured, MoU Executed on _____

4. Payment received vide Cheque / DD / Pay Order No. _____ dated _____ for Rs. _____ drawn on _____ Bank, payable at Delhi / New Delhi

5. Provisional Receipt no. _____ dated _____
(subject to encashment)

6. Remarks:

Date: _____

Cleared by Stock on _____

Authorized Signatory

Signature

TERMS AND CONDITIONS
FORMING PART OF APPLICATION FOR ALLOTMENT OF
CORPORATE SUITE "SPACE" AT
CAPITAL CITY, SECTOR – 94, NOIDA (UP)

The terms and conditions given below are indicative in nature with a view to apprise the Applicant(s) with the terms and conditions comprehensively set out in the Agreement to Sub-Lease (herein after referred to as "Agreement"), which would be executed between the Applicant(s) and the Company.

1. The Applicant(s) has applied for the allotment of a COPORATE SUITE(S) to be developed in the proposed "CAPITAL CITY" project, being developed by BPTP Limited (hereinafter referred to as "Company"). The Applicant(s) has read and understood the contents of the Lease Deed (also uploaded at <http://www.bptp.com/opencms/opencms/capitalcity.html>) executed by New Okhla Industrial Development Authority (hereinafter referred to as "NOIDA" and/or "Lessor") in favor of M/s BPTP International Trade Center Limited (hereinafter referred to as "Lessee") thereby granting a lease of 90 years vide Lease Deed executed and registered on 09.02.2009 and registered with Sub Registrar NOIDA vide Document Registration No. 253 Book No. 1 Volume No. 1491 Pages 207 to 238, for the development of a commercial complex. The Company has entered into a Development and Marketing agreement with the said Lessee.
2. The Applicant(s) is making the present application, only after being satisfied about the rights, interest and title of the Company to market the said Space. The Applicant(s) has understood all limitations and obligations in respect thereof and agree(s) that there are no other queries/concerns in this regard and has no objections in this respect.
3. The Applicant(s) has applied for allotment of Space with full knowledge of the laws/notifications and rules applicable to this area in general and the proposed Complex in particular, which have also been explained in detail by the Company.
4. The Applicant(s) has applied for the allotment of the Space with the specific knowledge that the building plans for the complex in which the Space is located are tentative and the Company is in process of submitting the same to the competent authority for final approval. The Applicant(s) confirms that he/she/they/it has no objection in this regard.
5. The Applicant(s) is aware and agrees that the present application is irrevocable and is binding on the Applicant(s) in perpetuity. The application/allotment is not transferrable for a period of one year from the date of allotment. It has been made clear that no request, of any kind, seeking refund of application money and/or earnest money will be entertained by the company under any circumstances.
6. The acceptance of application and allotment of Space shall be at the sole discretion of the Company. Company may allot the Spaces by draw of lots, if required.
7. The Applicant(s) acknowledges that except the specific area of the Corporate Suite being applied for, the Applicant(s) shall have no claim or right of any kind over or in respect of common areas, all or any open spaces, parking spaces, lobbies, terraces, atrium or any other place etc. in the said Complex. Such places shall remain the property of the Company who shall be free to deal with these in any manner, it may deem fit, including but not limited to implementation of pay and park system in the parking places inside the said Complex.

Super Area of the said Space shall be the sum of Specific Area of the said Space and its non-exclusive pro-rata share of common areas in the said Complex and its periphery.

Specific Area of the said Space shall mean the entire area enclosed by its periphery walls including area under walls, columns and half the area of walls common with other premises etc., which form integral part of the said Space, including internal balcony(ies), if any.

Common Area shall mean all such parts/areas in the said Complex, which the Sub-Lessee of the said Space shall use by sharing with other occupants of the said Complex including corridors land passages, atrium, common toilets, lifts and lift lobby, escalators/elevators, area of cooling towers, AHU rooms security/fire control room(s), all electrical shafts, D.G. shafts, A.C. shafts, pressurization shafts, plumbing and fire shafts on all floors and rooms, staircases mummies, lift machine rooms and water tanks. In addition entire services area in the basement including but not limited to electric substation, transformers, D.G. set rooms, underground water and other storage tanks, AC plant room pump rooms, Maintenance and Services rooms, fan rooms and circulation areas etc. shall be counted towards Common Areas.

The Super Area of said Space, if provided with usable open terrace/s, shall also include full area of such terrace(s), however the Sub-Lessee shall not cover such terraces and shall use the same as open terrace only and in no other manner whatsoever.

8. The Applicant(s) shall make timely payment of basic price/premium, Preferential Location Charges, Interest Free Maintenance Security, Capital Replenishment Fund and all other charges as may be communicated from time to time, as the timely payment is of essence.
9. (a) If the Applicant(s) has opted for Construction Linked Payment Plan, the Applicant(s) shall be eligible for 5% rebate on timely payment of balance installments of 90% of Basic Price. The said rebate shall be credited to the account of the Applicant(s), subject to timely payment of respective installment, as and when due. The Applicant(s) understands and agrees that the rebate is restricted to the installments of the basic price/premium. The Applicant(s) understands and further agrees that the rebate is at the sole discretion of the Company which can be withdrawn by the company at any time without any prior notice and/or assigning any reason whatsoever.

- (b) If the Applicant(s) has opted for Assured Return Plan, the Applicant(s) understands and agrees that Company would offer constructive/legal possession; and actual physical possession would be handed over directly to the proposed tenant of Applicant(s). Moreover, the Company is free to lease out individual premises as a whole or the premises allotted to the Applicant(s) may form part of a larger leasable area without any physical demarcation. The Applicant(s) agrees that Applicant(s) shall not claim physical / actual demarcation of his unit at any point of time. In case of expiry of the Lease or vacation of unit for any reason at any time, the Applicant(s) undertakes to again lease the premises in accordance with decision of majority of Unit holders whose units form part of the larger leasable area.
10. The Applicant(s) also undertakes to pay lease rent, transfer charges (for permission to Sub-Lease) and charges for execution and registration of Sub-Lease as per prevailing policy of NOIDA.
- a. No transfer charges would apply for the first transfer/sub-lease in favor of Applicant(s) or Assignee(s), if the Applicant(s) / Assignee(s) get the requisite documents including sub-lease registered in his favor within a period of 2 years from the date of completion certificate issued by NOIDA. Thereafter, charges as per prevailing policy of NOIDA authority shall be chargeable. However, the administrative charges as per policy of the Company shall be payable for each permission to transfer.
- b. The Applicant(s) understands that One Time Lease Rent is also payable as and when demanded by the Company. In case the Applicant(s) defaults in timely payment of One Time Lease Rent, the Applicant(s) authorizes the Company to deduct it from the amounts already paid by the Applicant(s) to pay the same to NOIDA. In such case, the amounts received by the Company would stand decreased to the extent of such payment and an interest @ 18% p.a. would be charged from the date of demand of One Time Lease Rent by the Company, till its payment by the Applicant(s). It is clarified that the calculation of one time lease rent on per sq. ft. basis intimated to the Applicant(s) is based on proposed FAR of 4. In case the FAR of 4 is withdrawn as a matter of policy or is not achieved or availed by the Company, the one time lease rent payable shall increase accordingly.
- c. The Applicant(s) shall be further liable to pay any tax/charges including any fresh incidence of Tax as maybe levied by the State Government /Competent Authority/ Central Government, even if it is retrospective in effect, on demand by the Company, proportionate to super area of the Space.
11. The Applicant(s) shall also make all payments of registration charges, stamp duty (applicable at the time of registration of Sub-Lease) and other incidental expenses on demand by the Company to enable it to execute a Sub-Lease of the said Space in favor of the Applicant(s).
12. The Applicant(s) acknowledges that subject to threshold payment of 10% of Basic Price / Premium, the allotment would be made. The confirmation of allotment would be subject to execution of requisite documents in the standard format of the Company besides affidavit(s) / indemnity(ies) / declaration(s) / undertaking(s), within 15 days from the date of communication calling upon the Applicant(s) to execute the above said documents. In case the Applicant(s) has opted for Assured Return Plan, The Applicant(s) will have to execute a separate MoU detailing the terms and conditions of the Special Payment Plan. That the terms and condition of this Application / Allotment / standard Agreement to Sub-Lease, other than specifically dealt with in the MoU shall remain the same, and both the Parties shall be bound by the same.
13. The Applicant(s) undertakes to make all the payments irrespective of any issues between the Applicant(s) and the Company with respect to any matter contained herein or in the Agreement or otherwise. Any default in payment shall be considered and deemed to be material breach.
14. The Applicant(s) hereby agrees and undertakes to execute the Maintenance and Services Agreement ("**Maintenance Agreement**") in the standard format prescribed by the Maintenance Service Provider/Company. Due execution of the Maintenance Agreement shall form a condition precedent to handing over the possession and/or Sub-Lease of the said Space. The Applicant(s) further undertakes to pay maintenance charges as may be applicable w.e.f. 30th day of the offer of possession. Non-execution of the Maintenance Agreement or non-payment of any amount shall entitle the Company to terminate the Allotment / Agreement.
15. That the Applicant(s) has been made aware and understands that it is mandatory to apply for grant of right to use 1 (one) Parking Slot per unit/application. If the Application is for more than 1000 sq. ft., 1 (one) car parking slot for every additional 1,000 sq. ft. or multiple thereof, has also to be applied. All clauses of this Application(s) and Agreement pertaining to the allotment, possession, cancellation etc. shall apply mutatis mutandis to the Parking Slot(s) so provided, wherever applicable. The Applicant(s) agrees that the Basic Price/Premium of the Space is exclusive of premium for the reserved car parking space. The Applicant(s) agrees that Parking Slot(s) provided to the Applicant(s) shall not be a part of common areas of the proposed Building/ Complex for the purpose of the any declaration which may have to be filed by the Company. As the reserved parking space is an integral part/amenity of the Space, the Applicant(s) undertakes not to transfer/deal with the reserved parking space independent of the Space.
16. The Applicant(s) hereby assures and undertakes that this Application/Allotment or execution of Agreement shall not authorize him/it or co-Lessee or co-occupant or any other person claiming through him/it for partition or division of any nature whatsoever of the Space allotted to him.
17. The Applicant(s) agrees that if the Government /concerned authority requires the company to install or imposes any charges towards installation in respect of (a) Electrification (including pro-rata cost of purchasing and installing transformers), (b) Installation of Sewerage Treatment Plant/ Effluent Treatment Plant/ Pollution Control Devices (c) Firefighting facilities as may be required or specified by the Government or Municipal / Development / Concerned Authority, the same shall be payable by the Applicant(s).

18. The Company is in the process of developing the Complex in accordance with the guidelines/bye-laws of the Relevant Authority(ies), which have been explained and understood by the Applicant(s). However, if any changes in the layout plan and/or drawings are required by the Company for utilizing the FSI or for improvement of the tentative building plans in any manner or implementing directives/orders by any statutory authority(s) of Govt., or otherwise, the same may be effected suitably, to which the Applicant(s) has no-objection and consents to the same. If as a result thereof, there is any change in the location, preferential location, number, boundaries or area of the said Space, the same shall be valid and binding on the Applicant(s). Further, if there is any increase or decrease in the super area of the said Space, revised price shall be determined by the Company accordingly.
19. That 20% of the total consideration plus full amount of brokerage, paid by the Company to the broker through whom registration is made by the Applicant(s) for this application, shall constitute the “**Earnest Money**”. Timely payment of each installment of the total consideration i.e. basic price/premium and other charges as stated herein is the essence of this transaction. In case payment of any installment as may be specified is delayed, then the Applicant(s) shall pay interest on the amount due @ 18% p.a. compounded at the time of every succeeding installment or three months, whichever is earlier. However, if the Applicant(s) fails to pay any of the installments with interest within three (3) months from the due date of the outstanding amount, the Company shall forfeit the amount of Earnest Money and other charges including late payment charges and interest from the amounts deposited by the Applicant(s). In such an event the Allotment shall stand cancelled and the Applicant(s) shall be left with no right or interest on the said Space and the Company shall have the right to transfer by way of Sub-Lease or otherwise to any other person. Further the Company shall also be entitled to terminate/cancel the allotment in the event of default by the Applicant(s) of any terms and conditions of the application/allotment/agreement.
20. Force Majeure: The Company shall not be held liable for failure or delay in performing any of its obligations or undertakings, if such performance is prevented, delayed or hindered by an act of God, fire, flood, civil commotion, war, riot, explosion, terrorist acts, sabotage, or general shortage of energy, labour, equipment, facilities, material or supplies, failure of transportation, strike, lock-outs, action of labour union, change of Law, action/change of policies of Government, any delay on part of or intervention of Statutory Authorities like NOIDA or any other local authority in granting permissions/sanctions/approvals or any other cause not within the reasonable control of the Company. In such cases, the time for making offer of possession shall automatically stand extended for the period of disruption/delay caused by such operation, occurrence or continuance of Force Majeure circumstance(s).
21. Subject to force majeure circumstances or any other circumstances not anticipated or beyond control of the Company; and due compliance of the terms and conditions hereof by the Applicant(s), the Company proposes to make offer of possession of the Space within a period of 36 months from the date of execution of Agreement to Sub-Lease or upon payment of 30% of Basic Price/Premium, whichever is later. The period of 36 months has been arrived on the assumption that all the relevant permissions/sanctions/approvals are in place within 2 months from the date of application thereof. In case of any delay beyond the mentioned period of 2 months, the period of 36 months shall stand extended accordingly. The Applicant(s) further agrees that the Company shall be entitled to a grace period of 6 months after the expiry of the aforesaid period.
22. The Company shall make Offer of Possession to the Purchaser and in the event the Purchaser fails to accept and take the possession of the said Space within 30 days of the said offer, the Applicant(s) shall be deemed to be custodian of the said Space from the date indicated in the offer of possession and the said Space shall remain at the risk and cost of the Applicant(s). In such an event the Applicant(s) shall be liable to pay Holding Charges @ Rs.40/- (Rupees Forty Only) per sq. ft. per month, from the date of deemed possession till taking over of actual physical possession after clearing all the dues and executing necessary documents.
23. If the Company fails to offer possession of the Space within the stipulated time as stated hereinabove then subject to timely payment of all installments and adherence to terms and conditions by the Applicant(s), it shall be liable to pay compensation calculated @ Rs. 40/- (Rupees Forty only) per sq. ft. per month for the period of delay in making offer of Possession. The Applicant(s) agrees that the said compensation is reasonable for any delay and the Applicant(s) hereby relinquishes any other rights or claims whatsoever, which it might have in this regard. The adjustment of such compensation shall be done only at the time of execution of Sub-Lease Deed conveying title to the Applicant(s).
24. Timely Payments of all amounts by the Applicant(s) shall be the essence of this transaction. If the Applicant(s) neglects, omits or fails for any reason whatsoever to pay to the Company any of the installments or other amounts and charges under the terms and conditions of this Application by respective due dates or if the Applicant(s) in any other way fails to perform or observe any of the terms and conditions on his/her part within the stipulated time, the Company shall reject the application and/or terminate the allotment and forfeit the Earnest Money, late payment charges and the interest accrued on delayed payments. However, it is not incumbent on the Company to issue any notice/reminder in respect of the Applicant(s) duties and obligations, and the Applicant(s) is deemed to be in constructive notice thereof at all times.
25. That any amount paid by the Applicant(s) shall first be adjusted towards earlier outstanding such as unpaid or partly paid installments, interest or any other outstanding amount.
26. The Applicant(s) shall take possession of the Space after making the full payment and get the Sub-Lease Deed executed within 30 days from the date of the offer of possession issued by the Company, subject to terms and conditions of the Agreement.
27. The Applicant(s) shall not use the said Space or permit the same to be used for any purpose other than as sanctioned by the relevant authority, or shall not use the same in a manner which is likely to cause nuisance to neighboring occupants or for any illegal or immoral purposes.

28. The Applicant(s) shall get his/her/its complete address registered with the Company and it shall be his/her/its responsibility to keep the Company informed by registered A/D letter of the change of address, failing which all demands will be deemed to have been received by the Applicant(s) or served upon the Applicant(s) at the time when those would ordinarily reach such address. The Applicant(s) will be fully liable for any default in payment and/or other consequences that might accrue therefrom. It is hereby clarified that in case of joint Applicant(s), all communications, demand notices, termination letter, refund, etc., shall be sent by the Company at the address to the Applicant(s) whose name appears first, which shall for all purposes be considered as service on all the Applicant(s) and no separate communication will be made or sent to the other named Applicant(s).
29. That the allotment once made by the Company shall be binding on the Applicant(s) and the Applicant(s) will have to execute all the necessary documents, affidavits, including Agreement as stated herein. If, however, Applicant(s) fail to execute the necessary documents/affidavit including Standard Agreement, within stipulated time, the allotment shall stand terminated and the Earnest Money, late payment charges and interest accrued on delayed payments shall stand forfeited and Applicant(s) shall be left with no rights, interest or claims in respect of the said application/allotment. No compensation or interest of any kind whatsoever shall be paid by the Company to the Applicant(s). It is specifically understood by the Applicant(s) that upon execution, the terms and conditions as set out in the Agreement shall supersede the terms and conditions as set out in this application.
30. The Applicant(s) agrees that the number, size and location of the Spaces are tentative and may change during the completion. The Company reserves the right to change the location, size, increase or decrease the number of Spaces allotted. The Company also reserves the right to delete/withdraw some/all Spaces depending on the circumstances. The Applicant(s) shall not have any objection in this regard. The Applicant(s) further agrees and confirms that in the event of the Company abandoning the construction and the development of the Complex, this Application and/or Agreement, if executed, shall stand terminated and will be treated to have been terminated with mutual consent and subject to the Applicant(s) not being in default of any of the terms of this Application, the Company shall refund the actual amount paid the Applicant(s) without any interest thereon.
31. The Applicant(s) agrees and understands that it shall not be the responsibility or liability of the Company to make arrangements or facilitate in sanctioning and disbursement of the Loan, if applied by the Applicant(s). Any delay or denial in sanction/disbursal of loan by any financial institution shall not justify delay in payment by the Applicant(s).
32. The Applicant(s) agrees that the Company/Lessee shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of receivables of the said Space, subject to the said Space being free from any encumbrances at the time of execution of Sub-Lease Deed conveying title. The Company shall always have the lien/ first charge on the Space for all its dues and other sums payable by the Applicant(s).
33. The Applicant(s) shall indemnify and keep the Company/Lessee, its agent, representatives, estate and effect indemnified and harmless for any loss, damage or liability that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Applicant(s) as mentioned in the Application and Agreement.
34. The Applicant(s) (in case of an NRI/PIO) agrees that he/she/they/it shall be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 (FEMA), rules and regulation of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws including that of remittance of payments, acquisition, transfer of immovable property, etc and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Application. The Applicant(s) agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, the Applicant(s) shall alone be liable for any action under FEMA. The Applicant(s) shall keep the company fully indemnified and harmless in this regard. The Applicant(s) is advised to visit www.rbi.org.in to check the latest rules/notifications in this regard.
35. The Company shall not be responsible or liable towards any third party making payments, remittances on behalf of any Applicant(s) and such third party shall not have any right/claim/interest in this Application in any way and Company shall issue the payment receipts in favor of the Applicant(s) only.
36. The Applicant(s) acknowledges that the use and enjoyment of the Space shall be subject to the strict compliance of bye laws, rules etc. that may be issued by the appropriate authority and framed by the Company for sub-letting, occupation, use and transfer of the Space and such other conditions as per the applicable laws.
37. The Applicant(s) has confirmed and assured the Company that he shall execute relevant documents and comply with the provisions of any law(s)/bye laws/notifications or amendments thereof dealing with the subject matter of this Application.
38. The Applicant(s) understands that the Company may at its sole discretion decide not to allot any or all the Spaces to anybody or altogether decide to put at abeyance the Complex itself, for which the Applicant(s) shall not have a right to raise any dispute or claim any right/title/interest on the basis of receipt of any amounts by the Company. In such case, the Applicant(s) shall be entitled to refund of the amounts paid.
39. The Applicant(s) understands and confirms that the allotment of the Space made shall not be construed as a "Transfer of Immovable Property" under any applicable law and the "Sub-Leasehold rights" to the Space which may be allotted shall be conveyed and transferred by way of Sub-Lease Deed favoring the Applicant(s) upon his fully discharging all the obligations undertaken including payment of the entire consideration and other applicable charges/dues, execution of documents required by the Company and after registration of the Sub-Lease Deed in his favor.

40. That the basic price/premium is escalation free but it is subject to the increase in price of steel, cement and other raw material beyond 10%. The base price of steel has been taken as Rs.27,500/- per ton and other raw material as per index price as on 01.04.2010. The revision by the Company shall be made at its sole discretion and shall be intimated to the Applicant(s) at the time of possession. Such assessment of escalation would be duly certified by a reputed firm of Auditors and the Applicant(s) undertakes to accept the same and such escalated amount shall be paid without any objection or challenge from his side.
41. The Applicant(s) agrees that in case the Company is unable to offer or deliver possession of the Space to the Applicant(s) due to (a) any legislation, order or rule or regulation made or issued by the Government or any other authority, (b) any refusal, delay, denial of the grant of necessary approvals by competent authority(ies) for any reason whatsoever, (c) any matters, issues relating to such approvals, permissions, notices, notifications by the Competent Authority(ies) becoming subject of any suit/writ before a Competent Court, (d) force majeure conditions, or (e) any other circumstances beyond the control of the Company or its officials, then the Company may terminate the allotment of the said Space in which case the Company shall only be liable to refund the amounts received from the Applicant(s) without any interest or compensation whatsoever. The proposed period for offer/delivery of possession shall stand extended by any delay caused due to any of above mentioned reasons.
42. The Applicant(s) agrees that the Company shall have the right to transfer title of the said Complex in whole or in parts to any other person/entity such as any partnership firm, body corporate(s), whether incorporated or not, association or agency by way of /disposal/or any other arrangements as may be decided by the Company without any intimation, written or otherwise to the Applicant(s) and the Applicant(s) shall not raise any objection in this regard.
43. The Applicant(s) hereby consents that if the FAR applicable to the Complex is increased for any reason including but not limited to change of law/bye-laws, the Company shall be allowed to utilize the same and may construct further Spaces, subject to applicable rules and regulations and the Applicant(s) shall have no objection in this regard.
44. The Applicant(s) should correctly mention his/her full name and Permanent Account Number (PAN) in the Application form. The application form should be signed by the person(s), or his/her Registered Power of Attorney, who want(s) to get the Space. Similarly, in the case of Company applying for the Space(s), should sign through authorized personnel enclosing an authority letter/board resolution.
45. The Company reserves the right to alter any of the terms and conditions/clause at its discretion, if considered necessary.
46. The Company reserves the right to reject the application / cancel the allotment of Space(s) at any time in case the same has been obtained through misrepresentation or suppression of material facts and Company's decision in this regard shall be final.
47. The Company shall have the sole discretion to allot the Space(s). It shall further have the right to terminate the allotment of Space(s) or relocate the same, without assigning any reason. In case of termination, the Companies liability shall be restricted only to refund of amounts paid.
48. Upon completion and building being declared functional by NOIDA, the Sub Lease Deed will be executed between NOIDA authority/Lessor, BPTP International Trade Center Limited/Lessee and Applicant(s)/Sub-Lessee referred to as Transfer/Conveyance documents hereinabove.
49. All or any disputes arising out of or touching upon or in relation to the terms of this application and/or Agreement including the 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 and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in New Delhi by a sole arbitrator appointed by the Company. The Applicant(s) hereby confirms that he/she shall have no objection to this appointment.
50. The Courts at New Delhi alone shall have the jurisdiction in all matters arising out of/touching and/or concerning this application and/or Agreement to be executed regardless of the place of execution of this application or situation of Space.

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in the standard Agreement to Sub-Lease which shall supersede the terms and conditions set out in this application. I/We are fully conscious that it is not incumbent on the part of the company to send us reminders/notices in respect of our obligations as set out in this application and/or Agreement and I/We shall be fully liable for any consequences in respect of defaults committed by me/us by not abiding by the terms and conditions contained in this application and/or Agreement. I/We have sought detailed explanations and clarifications from the company and the company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the company, I have now signed this application form and paid the monies fully conscious of my liabilities and obligations including forfeiture as may be imposed upon me. I/We further undertake and assure the company that in the event of rejection of my/our Application / cancellation of my/our allotment either by way of forfeiture or refund of my/our monies or in any other manner whatsoever, I/we shall be left with no right, title, interest or lien on the Space applied for or allotted to me/us.

Date:

Place:

SIGNATURE OF THE APPLICANT(S)