

BPTP LIMITED
M-11, Middle Circle, Connaught Circus, New Delhi 110001
Application for Allotment of Residential Flat in.....



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

Dear Sirs,

I/We request that I/We may be provisionally allotted a Residential Flat in your Group Housing Project in Haryana, under Down Payment[].

I/We remit herewith a sum of Rs. _____ (Rupees _____ only)

by Bank Draft/Cheque no. _____ dated _____ drawn on _____ Bank as booking Amount.

In the event of the company agreeing to allot a residential Flat, I/we agree to pay further installments of sale price and all other dues charges and taxes including fresh incidence of tax as stipulated in this application or which may be levied by the Government and the Standard Flat Buyer's Agreement 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 Sell and I/We do not become entitled to the provisional and/or final allotment of Flat notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered with this application. It is only after I/we sign and execute the Standard Flat Buyer's Agreement on the company's Standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Company. . If, however, I /We fail to execute and return the Standard Flat Buyer's Agreement within Thirth (30) days from the date of its dispatch by the company, then this Application shall be treated as cancelled only at the sole discretion of the Company and the earnest money paid by me/us shall stand foreited.. I/We am/are making this application with the full knowledge that the building plans for the building in which the flat applied for is located and tentative and consolidated and has been applied to for tije sanctioning authority for final approval.

I/We agree to abide by the terms and conditions of this application including those relating to payment of sale price and other charges, forfeiture of earnest money as laid down herein and the execution of the Standard Flat Buyer's Agreement.

My/our particulars are given below for my/our reference and record:

My/our particulars are given below for your referance and record:

1	<p>SOLE OR FIRST APPLICANT(S)</p> <p>Mr./Mrs./Ms. _____</p> <p>S/W/D/of _____</p> <p>Nationality _____</p> <p>Age _____ years - Profession _____ Service _____</p> <p>Residential Status:</p> <p>Resident/NRI/Foreign National of Indian Origin _____</p> <p>Income Tax Permanent Account No. _____</p> <p>Ward/Circle/Special range and place where assessed to income tax _____</p> <p>Mailing Address: _____</p> <p>_____</p> <p style="text-align: right;">PIN _____</p> <p>Tel No. _____ Fax No. _____</p> <p>Office Name & Address _____</p> <p>_____</p> <p style="text-align: right;">PIN _____</p> <p>*el.Nos. _____</p> <p>E-mail ID: _____ Mobile : _____</p>	<p>Please affix your photographs here</p>
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SECOND APPLICANT(S)

Mr./Mrs./Ms. _____

S/W/D/o _____

Nationality _____

Age _____ years - Profession _____

Residential Status:

Resident/NRI/Foreign National of Indian Origin _____

Income Tax Permanent Account No. _____

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

Mailing Address: _____

PIN _____

Tel No. _____ Fax No. _____

Office Name & Address _____

PIN _____

Tel.Nos. _____

E-mail ID: _____ Mobile : _____

Please affix
your
photographs
here

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THIRD APPLICANT(S)

Mr./Mrs./Ms. _____

S/W/D/o _____

Nationality _____

Age _____ years - Profession _____

Residential Status:

Resident/NRI/ Foreign National of Indian Origin _____

Income Tax Permanent Account No. _____

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

Mailing Address: _____

PIN _____

Tel No. _____ Fax No. _____

Office Name & Address _____

PIN _____

Tel.Nos. _____

E-mail ID: _____ Mobile : _____

(For additional Applicant use separate sheet)

Please affix
your
photographs
here

4	<p>Flat in _____ (Name of Project)</p> <p>Type _____</p> <p>Flat No. _____ Floor No. _____ Building Block No. _____</p> <p>Super Area _____ sq.ft. _____ sq. mtrs(Approx) (tentative)</p> <p>A. Basic Sale Price Rs: _____ per sq. mtrs. Rs _____ per sq.ft. of Super Area</p> <p>B. Preferential location Charges, if applicable :</p> <p>i) @ Rs. _____ per sq.ft of the super area for _____</p> <p>ii) @ Rs. _____ per sq.ft of the super area for _____</p> <p>iii) @ Rs. _____ per sq.ft of the super area for _____</p> <p>Total price payable for PLC: _____</p> <p>C. Parking Space Charges I) Rs. _____/- (LumpSum)</p> <p>ii)Rs. _____/- (LumpSum)</p> <p>D. Interest Free Maintainance Security (IFMS): Rs. _____ per sq. ft of Super area.</p> <p>E. External Development Charge (EDC) + Infrastructure Development Charge (IDC): Rs. _____ per sq. ft.</p> <p>F. Electric Connection Charges (ECC) + Fire Fighting Charges (FFC) + Power back - up Installation Charges PBIC : Rs. _____ per sq. ft.</p> <p>G. Club Membership Charges (CMS):Rs. _____/- per flat (Lumpsum)</p>
	<p>Sales Organiser's Name & Address:_____</p>
	<p>Payment Plan: Down Payment Plan [] / INSTALLMENT []</p> <p>Note:</p> <p>Payments must be made by A/c Payee Cheque(s) / Demand Draft(s) in favour of "BPTP Ltd.", payable at New Delhi / Delhi only .</p>
	<p>DECLARATION:</p> <p>I/We the applicant(s) do hereby declare that my/our application for allotment bythe Company is irrevocable and that the above particulars / information given by me/us are true and correct and nothing has been concealed there from.</p>
	<p>Date: _____</p> <p>Place: _____</p> <p style="text-align: right;">Yours faithfully</p> <p style="text-align: right;">Signature of Applicant (s)</p> <p style="text-align: center;">x</p>

FOR OFFICE USE ONLY

RECEIVING OFFICER: Name _____ Signature _____ Date _____

1. ACCEPTED / REJECTED

Flat Type: _____, Flat No. _____ Bldg Block _____ Floor _____

Super Area: _____ sq.ft. (approx) _____ sq. mtr.(approx.)

2. Note: All the payments towards External Development Charges, Preferential Location Charges(for superior location , land facing ,corner flat, flats up to third floor etc.), Club Membership Charges, Interest Free Maintenance Security Deposit, Maintenance Charges, Infrastructure Development Charges, and other charges and statutory charges or any 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 Colony.

3. Stamp duty and registration charges& incidental charges etc. shall be extra at actual and to be borne by the Applicant(s).

4. PAYMENT PLAN: Down Payment [] / Installments []

5. Payment received vide Cheque/ DD/ Pay Order No _____ . dtd _____ for Rs. _____ out of NRE/NRO/ FC / SB / CUR / CA _____ Acct

6. Booking receipt no. _____ dated _____

7. BOOKING: DIRECT/THROUGH SALES ORGANISER

8. Remarks:

Date: _____

Place: _____

Cleared by Stock on _____

SR. MANAGER/ V. P. MARKETING

Signatures

**INDICATIVE TERMS AND CONDITIONS
FORMING A PART OF THIS APPLICATION FOR
ALLOTMENT OF A RESIDENTIAL FLAT**

The terms and conditions given below are of indicative nature with a view to acquaint the applicant with the terms and conditions as comprehensively set out in the Standard Floor Buyer's Agreement which would be executed between the Intending Allottee and the Company

1. The Intending Allottee(s) has applied for allotment of a Residential flat with full knowledge of all the laws/notifications and rules applicable to this area in general and this Group Housing Project in particular which have been explained by the Company and understood by him/her.
 2. The intending allottee has satisfied himself/ herself that M/s. Countrywide Promoters Pvt. Ltd. having its registered office at M-11, Middle Circle, Connaught Circus, New Delhi- 110001 alongwith its associate companies are the owner / license in possession of various lands in Haryana and otherwise well and sufficiently entitled to develop, sell and deal with the residential flats proposed to be constructed on the said land in respect of which the Director, Town and Country Planning, Chandigarh, Haryana has issued licences. The said company is in the process of constructing and equipping a residential group housing colony on the said land spread over in multiple towers consisting of multiple level/ floors, and the said company has constituted M/s BPTP Ltd. to exclusively undertake the sale and marketing of the proposed units to be developed in the said complex at the rate and the terms and conditions to be determined at the discretion of M/s BPTP Ltd. and also to receive all payments and issue receipts thereof.
 3. The Intending Allottee has satisfied himself/herself about the rights, interest and title of the Company to sell and market the said units and right and title of the Company in the land on which the said Flats are being constructed and has understood all limitations and obligations in respect thereof. The Intending Allottee(s) agree(s) that there will not be any further investigations or objections by him/her/it in this respect.⁴
 4. The Intending Allottee(s) agree(s) that he/she shall pay the price of the flat and other charges like EDC, IDC, PLC, IFMS, ECC, FFC, PBIC enhanced EDC, infrastructure tax or any other fresh incidence of tax as calculated on the basis of super area, which is understood to include pro rata share of the common area including other common facilities, if any, which may be located anywhere in the said Group Housing at the sole discretion of the Company. It is further understood by the Intending Allottee(s) that the calculation of super area of the flat shall be more clearly defined in the standard Flat Buyer's Agreement and upon execution of that agreement the method of definition of super area stated therein shall become binding on both the parties.
 5. (a) The company has calculated the total price payable by the intending Allottee for the said flat on the basis of its super area which comprises of the flat area and the undivided share in the common areas and facilities within the said building only. In addition, though not forming a part of the computation of which the price is charged, the Intending Allottee shall have the ownerships of undivided proportionate share of the land beneath the footprint of the said building only calculated in the ratio of super area of his/her flat to the total super area of all the flats in the said Building only. The Intending Allottee confirms and represents that he/she has not made any payment to the company in any manner whatsoever and that the company has not indicated / promised/ represented / given any impression of any kind in an explicit or implicit manner whatsoever that the intending Allottee shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, (for the purpose of direct exit to a nearest public street, nearest road only) to be identified by the company in its sole discretion and such identification by the Company in its plan now or in future shall be final, conclusive and binding on the intending Allottee. The company has made clear to the intending Allottee that it shall be carrying out extensive developmental/ Construction activities for many decades in future in the entire area falling outside the land beneath the said Building, in which his/her flat is located and that the intending Allottee has confirmed that he/she shall not raise any objections or make any claims or default in any payments as demanded by the company on account of inconvenience, if any which may be suffered by him/her due to such developmental/ construction activities or incidental/ related activities. It is made clear by the company and agreed by the Intending Allottee that all the rights including the ownership thereof of land(s), facilities and amenities (other than those within the said Building and the land beneath the said building only), shall vest solely with the company and the Company shall have the sole and absolute authority to deal in any manner with such land(S), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi- government, or any other authority, body, any other authority, body, person, institution, trust and/or any local bod(ies) which the company may deem fit in its sole discretion. The Company relying on the specific undertaking of the Intending Allottee in this application may provisionally agree to allot the flat and this undertaking shall survive through out the occupancy of the flat by the Intending Allottee, his/her legal representatives, successors, administrators, executors, assigns etc.
 - (b) The flat applied for along with the building in which the flat applied for is located shall be subject to the provision of Haryana Apartment Ownership Act, 1983 or any statutory enactment or modification thereof. The common areas and facilities and the undivided interest of each flat owner in the common areas and facilities as specified by the company in the declaration which may be filled by the company in compliance of Haryana Apartment Ownership Act, 1983 shall be conclusive and binding upon the flat owners and the intending Allottee agrees and confirms that his/her right, title and interest in the said flat/said Building shall be limited to and governed by what is specified by the Company in the said declaration. In this regard, it is made clear by the Company and fully understood by the intending Allottee that the declaration to be filed in compliance of Haryana Apartments Ownership Act, 1983 shall be in strict consonance with Clause 5 (a) above and in no manner shall confer any right, title or interest in any lands, facilities, amenities and buildings outside the land beneath the footprint of the said building in which the said flat is located. It is made clear that the company shall be the sole owner of the said lands, facilities, amenities and buildings outside the land beneath and footprint of the said Building in which the said Flat is located and the Company shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same to any one in any manner as its sole discretion and the Intending Allottee shall have no claim whatsoever of any sort therein. The Intending Allottee undertakes to join any society/ association of the flat owners and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the company in its sole discretion for this purpose.
 - (c) It is made clear by the Company and specifically understood by Intending Allottee that the Company may in its sole discretion and for the purpose of complying with the provisions of Haryana Apartment Ownership Act, 1983 or any other applicable laws substitute the method of calculating the proportionate share in the ownership of the land beneath the footprint of the said building and/or common areas and facilities as may be described by the Company in its sole discretion in any declaration, by calculating the same ratio of his/her flat's value to the total value of the said building(s)/ Project/ Scheme, as the case may be, and that the Intending Allottee agrees not to raise any objections in this regard.
6. The Intending Allottee hereby agrees to pay additionally as Preferential location charges for preferential location as described in this application and in a manner and within the times as stated in the payment plan. However, the Intending Allottee has specifically agreed that if due to any change in the layout/ building plan, the said Flat ceases to be in a preferential location, the Company shall be liable to refund only the amount of preferential location charges paid by the intending Allottee and such refund shall be adjusted in the last installment as stated in the payment plan. If due to any change in the layout/ building plan, the flat becomes preferentially located, then the Intending Allottee shall be liable and agrees to pay as demanded by the Company additional preferential

location charges as stated in the payment plan.

7. The Intending Allottee agrees to pay to the company the External development Development Charges (EDC) and any enhancement in the EDC as levied by the Haryana Government and when demanded by the company. In addition the Intending Allottee also agrees to pay Govt. rates, cesses, charges, VAT, Infrastructure Development charges, wealth tax or any fresh incidence of tax of all and any kind by whatever name called, whether levied, or leviable now or in future, as the case may be from the date of this application in proportion to the super area of the flat prior to the execution of the sale deed. If such charges are increased (including with retrospective effects) after the sale deed has been executed then these charges shall be treated as unpaid sale price of the flat and the company shall lien on the flat of the intending Allottee for the recovery of such charges.
 8. The rate mentioned in this application does not include the cost of providing electric wiring in each flat and fire fighting equipment in the common areas as prescribed in the existing fire fighting code/ regulations and power back ups for the common areas and services and also does not include the cost of electric fitting, fixtures, geysers, electric and water meter etc. which shall be got installed by the Intending Allottee at his/ her own cost. If/ however, due to any subsequent legislation/ Government order or directives or guidelines or if deemed necessary by the company or any of its nominees, additional fire safety measures are undertaken, then the intending Allottee agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other allottees as determined by the company in its absolute discretion.
 9. The Intending Allottees agrees that one (01) car parking space shall be an integral part of this purchase of this flat and the Intending Allottee shall not be entitled to sell/ deal with the car parking space independently of the flat. All clauses of this application and Standard' Flat buyer's Agreement pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the said parking space, wherever applicable. However, the Intending Allottee shall be entitled to apply for additional car parking spaces at a price indicated in the payment plan applicable at the time of allotment. It is made clear to the Intending Allottee that the price of the flat is exclusive of reserved car parking space allotted to him/ her for his/ her exclusive use. The Intending Allottee agrees that all such reserved car parking spaces allotted to the occupants shall not form a part of common areas of the said flat/ building for the purpose of the declaration which may be filled by the company under Haryana Apartment Ownership Act, 1983. As the reserved parking space is an integral amenity of the flat, the Intending Allottee undertakes not to sell/ transfer/ deal with the reserved parking space independent of the flat.
 10. The Company and the Intending Allottee hereby agree that the earnest money for the purpose of this application and Standard Flat Buyer's Agreement shall be 15 % of the basic sale consideration as per Standard Flat Buyer's Agreement. The Intending Allottee hereby authorizes the company as its sole discretion to forfeit this earnest money along with the penalty for the late payment and the interest on delayed payments etc. in case of non- fulfillment of the terms and conditions herein contained and those of the Standard Buyer's Agreement as also in the event of failure by the Intending Allottee to sign and return to the company the Stanadrd Flat Buyer's Agreement within thirty (30) days from the date of its dispatch by the company.
 11. the Payment on or before due date, or basic sale price and other charges payable by the Intending Allottee as per the payment plan accepted by the Intending Allottee or as demanded by the company from the time to time is the essence of this application / transaction and the standard Flat Buyer's agreemnt. Non- fulfillment or violation by the Intending Allottee of the terms and conditions of this agreement, specially those pertaining to the timely remittance of this installments and all other dues shall entitle the Company as its sole discretion to cancel the allotment and forfeit the Earnest money.
 12. (i) The Intending Allottee has applied for the provisional allotment of the flat with the specific knowledge that the building plans for the building in which the flat is located are provisional and consolidated and has been submitted to the competent authority for final approval. The Intending Allottee hereby authorizes the company that if for any reason whatsoever including non-sanction of the building plans, the Company is not in a position to finally allot a flat applied for within a period of one year from the date herof, the Company would refund the amount deposited by the Intending Allottee with simple interest at the rate of 6% per annum calculated for the period for which the said amount has been lying with the Company and the Intending Allottee has assured the company that he/ she shall not raise any disputes in this regard and that his/ her consent and authorization to the company for refund is irrevocable.

(ii) The Intending Allottee has seen and accepted the plans, design, specifications which are tentative and the Intending Allottee authorizes the company to effect suitable and necessary alterations / modifications in the layout plan / building plans, design and specification as the company may deem fit or as directed by any competent authority(ies). However , in case of nay major alterations/ modification resulting in more than +/- 10% change in the super area of the flat or material change in the specifications of the building / flat any time prior to and upon the grant the price of the flat to be paid by him/ her and the Intending Allottee agrees to inform the Company in writing his/ her consent or objections to the changes within fifteen(15) days from the date of notice falling which the Intending Allottee shall be deemed to have given his full consent to all the alterations/ modifications.. If the Intending Allottee writes to the Company within fifteen (15) days of intimation by the company indicating his non-consent to objections to such alterations/ modifications then the allotment shall be deemed to be cancelled and the company shall refund the entire money received from the Intending Allottee with interest @ 6 % per annum. The Intending Allottee agrees that any increase or reduction in the super area of the flat shall be payable or refundable (without any interest) at the rate per sq. mtrs as mentioned in this application.
 - (iii) The Intending Allottee agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Govt. or nay other Authority or if competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Flat/ said Building or if any suit/ writ before a competent court or due to force majeure conditions, the Company, after provision and/ or final allotment, is unable to deliver the Flat/ Parking Space(s) to the Intending Allottee for his/ her occupation and use, the Intending Allottee agrees that the company if it decides in its sole discretion to refund then it shall be liable only to refund the amounts recieved from his/ her without any interest or compensation whatsoever.
13. That Company shall endeavour to complete the construction of the said building/ flat within a period of 42 months from the date of sanction of Building plans subject to force majeure and timely payment by the Intending Allottee(s) of sale price, stamp duty and other charges due and payable according to the payment plan applicable to him or as demanded by the company. The Company on obtaining certificate for occupation and use from the competent authorities shall hand over the flat to the Intending Allottee for his/ her occupation and use and subject to the intending Allottee having complied with all the terms and conditions of the Standard Flat Buyer Agreement. In the event of his/ her failure to take over and/ or occupy and use the flat provisional and/ or finally allotted within Thirty (30) days from the date of intimation in writing by the company, then the same shall lie at his/ her risk and cost and the Intending Allottee shall be liable to pay to the Company compensation @ rs. 5/- per sq.ft. of the super area per month for the entire period of such delay. If the Company fails to complete the construction of the said Intending Allottee @ rs.5/- per sq. ft. of the super area per month for the month for the period of such delay. The adjustment of compensation shall be done at the time of conveyancing of the flat and not earlier. The compensation shall be a distinct charge in addition to maintenance charges, and not related to any other charges as provided in this application and standard Flat Buyer's Agreement.
 14. The Intending Allottee agrees and undertake to enter into a maintenance agreement with the Agency (hereinafter referred to as 'the Maintenance Agency') as may be appointed/ nominated by the company from time to time for the maintenance and upkeep of the said flat/ said building and the Intending Allottee

undertakes to pay the maintenance bills as raised by the Maintenance Agency from the date of certificate for occupation and use granted by the competent authority on pro-rata basis irrespective whether the Intending Allottee is in occupation of the flat or not. In order to secure due performance of the Intending

Allottee in prompt payment of the maintenance bills and other charges raised by the maintenance agency, the Intending Allottee agrees to deposit, as per the schedule of payment and to always keep deposited with the company or allottee or the Maintenance Agency, nominated by the Company, Interest Free Maintenance Security (IFMS) for the flat. In case of failure of the Intending Allottee to pay the Maintenance bill, other charges on or before the due date, the Intending Allottee in addition to permitting the company / Maintenance agency to deny him/her the maintenance services allows the company to deduct such charges from the IFMS. If due to such adjustments in the IFMS, the IFMS falls below the agreed sum for the said flat, then the Intending Allottee hereby undertakes to make good the resultant shortfall within 15 days of demand by the Company. Further, the company reserves the right to increase interest free maintenance security from time to time in keeping with increase in the cost of maintenance services and the Intending Allottee agrees to pay such increase within fifteen days of demand by the Company. If the Intending Allottee fails to pay such increase in the Interest Free Maintenance Security or to make good the shortfall as aforesaid on or before its due date, then the Intending Allottee authorizes the company to treat the allotment as cancelled without any notice to the Intending Allottee authorizes the company to treat the allotment as cancelled as cancelled without any notice to the Intending Allottee and to recover the Shortfall from the sale proceeds of the Flat and to refund to the Intending Allottee only the balance of the money realized from such sale after deducting therefrom the entire earnest money, interest on delayed payment, any interest paid, due or payable and all other dues as set out in the payment plan. It is made specifically clear and it is so agreed by and between the parties hereto that this condition relating to interest free maintenance security as stipulated in this clause shall survive the conveyance of title in favour of the Intending Allottee and the Company shall have first charge / lien on the said Flat in respect of any such non-payment of shortfall/ increase as the case may be. The Company shall, if already paid by the Intending Allottee to the Company may, at its sole discretion, refund to the Intending Allottee in full and final settlement of the IFMS, after adjusting therefrom any outstanding maintenance bills and/or other outgoings of the Intending Allottee at any time including upon execution of the conveyance deed and thereupon the Company shall stand completely absolved / discharged and all clauses dealing / concerning the IFMS of this application, standard Flat Buyer's Agreement and the conveyance deed as far as they are applicable to the Company shall cease to be valid and effective. In the alternative, the Intending Allottee hereby authorizes the Company to transfer to the Maintenance Agency the IFMS of the Intending Allottee, after adjusting therefrom any outstanding maintenance bills and/or other outgoing of the Intending Allottee at any time including upon execution of the conveyance deed and thereupon the Company shall cease to be valid and effective. It is hereby specifically agreed by the Intending Allottee that such transfer of IFMS shall not be linked in any manner whatsoever to the implementation of the Haryana Apartment ownership Act, 1983 by the Company for the said complex. Further the Intending Allottee agrees that the Maintenance Agency / Association of Flat Owners, upon transfer of the IFMS or in case fresh IFMS is sought from the Intending Allottee(s) as stipulated hereinabove, shall have the sole right to modify/ revise all or any of the terms of the IFMS, Maintenance Agreement, including but not limited to the amount/rate of IFMS, etc.

15 Subject to the Intending Allottee making all payments and providing all documents under this agreement including but not limited to:

(a) the total price of the Flat and the parking space allotted to him,

(b) Payment of all securities including payment of IFMS payable to the Company or maintenance Agency, as the case may be;

(c) interest, penal interest etc on delayed installments;

(d) all other dues, as set forth in this Agreement or as demanded by the Company from time to time prior to the execution of the conveyance deed with respect to the Flat, the Company, shall prepare and execute, along with the Intending Allottee, a conveyance deed to convey the title of the said Flat in favour of Intending Allottee within a reasonable time.

16 The Intending Allottee shall pay as and when demanded by the Company, the Stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of sale deed of the Flat in favor of the Intending Allottee which may shall be executed and got registered after receipt of the full sale price, other dues, including payment of interest Free Maintenance Security payable to the Company or the Maintenance Agency, as the case may be and the said charges and expenses as may be payable or demanded from the allottee in respect of the Flat and Parking Spaces allotted to him/her. In case the Intending Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within a period mentioned in the demand letter, the Company shall be free to appropriate the part of sale price paid by the Intending Allottee towards the said charges and expenses and the Intending Allottee shall forthwith deposit the shortfall in the sale price so caused together with interest for the period of delay in depositing the sale price so appropriated according to payment plan at the rate. The Intending Allottee undertakes to execute the sale deed immediately thereafter from the date of company intimating in writing the receipt of the certificate for use and occupation of the said building from the competent authority failing which the Intending Allottee authorizes the company to cancel the allotment and forfeit the earnest money, delayed payment interest etc. and refund the balance price paid by the Intending Allottee without any interest upon realization of money from resale/ re- allotment to any other party.

17. It shall be incumbent on the Intending Allottee to comply with the terms of payment and/or other terms and conditions of the standard Flat Buyer Agreement failing which he / she shall forfeit to the company the entire amount of earnest money, interest on delayed payment etc. and the allotment / Flat Buyer Agreement shall stand cancelled and the Intending Allottee shall be left with no lien, right, title, interest or any claim of whatsoever nature in the flat and parking space(s). The company shall thereafter be free to resell and/or deal with the said flat in any manner whatsoever at its sole discretion. The amount(s), if paid over and above the earnest money, processing fee, interest on delayed payment etc. would be refunded to the Intending Allottee by the company only after realizing such amounts to be refunded on resale but without any interest or compensation of whatsoever nature. The Company shall have the first lien and charge on the said flat for all its dues payable by the Intending Allottee to the company. Without prejudice to the company's aforesaid rights, the company may at its sole discretion waive the breach by the Intending Allottee in not making payments as per the payment plan but on the condition that the Intending Allottee shall pay to the company interest which shall be charged @ 15 % per annum until the date of actual payment at the sole discretion of the company.

18. The Company may, at its sole discretion and subject to applicable laws and notifications or any other government directions as may be in force, permit the Intending Allottee to get the name of his/her nominee substituted in his/her place subject to such terms and conditions and charges as the company may impose.

The Intending Allottee shall be solely responsible and liable for all legal, monetary or may other consequences that may arise from such nominations. It is

specifically made clear to the Intending Allottee that as understood by the Company at present there are no executive instructions at any time after the date of this application to restrict nominations/ transfer/ assignment of the allotted flat by any authority, the Company will have to comply with the same and the Intending Allottee has specifically noted the same.

19. The Intending Allottee hereby authorizes and permits the company to raise financial loan from any Financial Institutions / Bank by way of mortgage / charge/securitization of receivables of his/her flat subject to the flat being free of any encumbrances at the time of execution of sale deed. The Company / Financial institution / Bank shall always have the first lien / charge on the said Flat for all its dues and other sums payable by the Intending Allottee or in respect of the loan granted for the purpose of the construction of the said building/ complex. In case of the Intending Allottees who have opted for long term payment plan arrangement with any financial Institutions / Banks, the conveyance of the flat in favour of the Intending Allottee shall be executed only upon the company receiving No Objection Certificate from such Financial Institutions/ Banks.
20. The Intending Allottee shall observe all the terms and conditions of this application and Standard Flat Buyer's Agreement, and also those of the License granted to the Company for the said Group Housing and shall also abide by all the laws, bye-laws, rules, regulations and policies applicable thereto or as imposed by any competent authority including Haryana Urban Development Authority/ Director, Town and Country Planning, Haryana or any other government / Local bodies and also the rules , regulations and policies as may be made pursuant to and/or defined in the Maintenance Agreement and shall always fully observe and perform all the terms and conditions contained in the Agreement.
21. The Intending Allottee shall not use/ cause to be used the said Flat for any other purpose except residential use and also as specified by the Director, Town and Country Planning, Haryana in its license and/or its Zoning plans/ Master Plan, Guidelines etc. The Intending Allottee specifically undertakes not to use the said Flat or suffer it to be used for any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or may cause nuisance.
22. The Intending Allottee agrees and undertakes that it shall join any Association/ Society of Flat owners as may be formed by the Company for the said Group Housing on behalf of the Intending Allottee thereof and to pay any fees/subscription charges demanded therefor and to complete such documentation and formalities as may be deemed necessary by the company for this purpose. The Intending Allottee agrees to execute such forms, application or documentation and formalities as may be deemed necessary by the Company for its purpose. The Intending Allottee agrees to execute such forms, applications or documentation as desired by the Company for the purpose of becoming a member of the said Association of flat/ apartment owners or for any other purposes as may be necessary in the opinion of the Company.
23. The Company shall not be held responsible or liable for failure or delay in performing any of its obligations or undertakings as provided for in this application/ standard Flat Buyer's Agreement, if such performance is prevented , delayed or hindered by any act of God, fire, flood, civil commotion, war, riot, explosion, terrorist acts, sabotage, or general shortage of energy, labor, equipment, facilities, material and supplies, failure of transportation, strike, lock outs, actions of labour union, change of law , act of Government or intervention of statutory Authorities or any other cause not within the reasonable control of the Company.
24. Timely payments by the Intending Allottee shall be essence of this transaction. If the Intending Allottee neglects, omits or fails for any reason whatsoever to pay to the Company any of the installments or other amounts or charges due and payable by the Intending Allottee under the terms and conditions of this application or by respective due dates thereof or if the Intending Allottee in any way fails to perform or observe any of the terms and conditions on his/her part herein contained within the time stipulated or agreed to, the Company shall be entitled to cancel/ terminate this allotment forthwith and forfeit the Earnest Money along with the interest accrued thereon and late payment charges.
25. The Intending Allottee hereby covenants with the company to pay from time to time and at all times, the amounts which the Intending Allottee is liable to pay as agreed and to observe and perform all the covenants and conditions and also 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 and also 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 Intending Allottee.
26. It is abundantly made clear that in respect to all remittances, acquisition / transfer of the said Flat 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 or statutory enact me or amendments thereof and the rules and regulations of the Reserve bank of India or any other applicable law and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Application or standard Flat Buyer's Agreement. Any refund, transfer of security if provided in terms of the Standard Flat Buyers agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Intending Allottee understands and agree that in the event of any failure on his/her part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange management Act, 1999 as amended from time to time. The Intending Allottee shall keep the Company full indemnified and harmless in this regard. The Company accepts no responsibility in this regard.
27. The Intending Allottee shall inform the company in writing any change in the mailing address mentioned in this application failing which all demands, notices etc. by the company shall be mailed to the address given in this application and deemed to have been received by the Intending Allottee. In case of joint allottees, all communication and refund if any, shall be sent to the first named allottee in this application.
28. The provisional and/or final allotment of the Flat is entirely at the discretion of the Company and the Company has the right to reject any provisional and/or final allotment without assigning any reason thereof.
29. It is specially understood by the Intending Allottee that upon execution, the terms and conditions as set out in the Flat Buyer's Agreement shall supercede the terms and conditions as set out in this application.
30. That for all intents and purposes and for the purpose of the terms and conditions set out in this application, singular includes plural and masculine includes the female gender.

31. All or any disputes arising out or touching upon or in relation to the terms of this application and/or standard Floor Buyer's 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 or raise no objection to this appointment. The Courts at New Delhi alone and the Delhi High Court at New Delhi alone shall have the jurisdiction in all matters arising out of/touching and/or concerning this application and/or standard Floor Buyers Agreement regardless of the place of execution of this application which is deemed to be at New Delhi.

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 Floor Buyer's Agreement 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 standard Floor Buyer's Agreement and I/we shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and conditions contained in this application and/or standard Floor Buyer's 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 thereof fully conscious of my liabilities and obligations including forfeiture of earnest money as may be imposed upon me. I/We further undertake and assure the company that in the event of cancellation of my/our provisional and/or final allotment either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien on the Residential Floor applied for and provisionally and/or finally allotted to me/us in any manner whatsoever.

Date:

Place:

SIGNATURE OF THE INTENDING ALLOTTEE(S)