

BPTP LIMITED
Application for Allotment by Sale of Residential Flat in
“ Mansions”, Park Prime at Sector-66, Gurgaon (Haryana)

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

Dear Sirs,

I/We request that I/We may be allotted a Residential Flat tentatively admeasuring about _____ sq.ft. (_____ sq. mtrs.) Super area in Housing Complex, Mansions, Park Prime at Sector-66, Gurgaon, Haryana under your Down Payment [] Construction Linked Payment Plan [] Scheme.

I/We have paid a sum of Rs. _____ (Rupees _____ only) by Bank Draft/Cheque as booking amount, the details of which are mentioned in the Schedule attached hereto.

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 acknowledgement of the money tendered with this application. It is only after I/we sign and execute the necessary documents/affidavit including 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. I confirm and undertake that upon acceptance of my payment by the company and allotment of the Flat, I shall be bound to purchase the same and will execute all the necessary documents, affidavits, including Standard Flat Buyer's Agreement as stated herein. If, however, I /We fail to execute the necessary documents/Affidavits including Standard Flat Buyer's Agreement within the stipulated time from the date of offer of allotment by the Company, then this Application shall be treated as cancelled only at the sole discretion of the Company. I/We am/are making this application with the full knowledge that the Company along with its associate companies are in the process of developing the Colony and shall make the allotment of Flat 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 sale price and other charges, forfeiture of booking amounts upto the earnest money as laid down hereinafter and the execution of the necessary documents/affidavit including Standard Flat Buyer's Agreement.

<p>2</p>	<p>SECOND APPLICANT(S)</p> <p>*Mr./Mrs./Ms. _____</p> <p>*S/W/D/o _____</p> <p>*Nationality _____</p> <p>*Age _____ years, Profession _____ Service _____</p> <p>Residential Status:</p> <p>*Resident/ NRI /PIO _____</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>_____</p> <p>_____ PIN _____</p> <p>*Tel No. _____ Fax No. _____</p> <p>*Office Name & Address _____</p> <p>_____</p> <p>_____</p> <p>_____ PIN _____</p> <p>*Tel.Nos. _____</p> <p>*E-mail ID: _____ Mobile : _____</p>	<p>Please affix your photograph here</p>
<p>3</p>	<p>THIRD APPLICANT(S)</p> <p>*Mr./Mrs./Ms. _____</p> <p>*S/W/D/o _____</p>	<p>Please affix your photograph here</p>

<p>*Nationality _____</p> <p>*Age _____ years, Profession _____ Service _____</p> <p>Residential Status:</p> <p>*Resident/NRI/PIO _____</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>_____</p> <p>_____ PIN _____</p> <p>*Tel No. _____ Fax No. _____</p> <p>*Office Name & Address _____</p> <p>_____</p> <p>_____</p> <p>_____ PIN _____</p> <p>*Tel.Nos. _____</p> <p>*E-mail ID: _____ Mobile : _____</p> <p>(For additional Applicant use separate sheet)</p>	
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PRICE LIST	
Super Areas (in sq.ft.)	
2764 *(4 BR + Servant- Duplex)	
* Areas mentioned above are tentative & may vary \pm 15% in Super Area.	
Basic Sale Price(BSP)	3745/- per sq.ft
Special Discount	
EDC(External Development Charges) & IDC(Infrastructure Development Charges)	362/- per sq ft
PLC(Preferential Location Charges):-	
Corner	400/- per sq. ft.
Ground Floor	250/-per sq. ft
2nd Floor	150/-per sq. ft
Top Floor	300/- per sq.ft
Reserved Covered Parking	300000/- per slot
IFMS(Interest Free maintenance Security)	50/- per sq ft
Club Membership Charges	100000/- per family
FFC, PBIC & ECC	50/- per sq ft
CONSTRUCTION LINKED PAYMENT PLAN	
Booking Amount	10 % of BSP
On or Before 45 days	10% of BSP
On or Before 90 days or Excavation whichever is later	10% of BSP + 20 % of additional charges
On Casting of Ground Floor Slab	10% of BSP + 20 % of additional charges
On Casting of 3rd Floor Slab	10% of BSP + 20 % of additional charges
On Casting of 6th Floor Slab	10% of BSP + 20 % of additional charges
On Casting of Top Floor Slab	10% of BSP + 20 % of additional charges
On start of Masonary Work*	10% of BSP
On start of Cladding	10% of BSP
At the time of offer for Possession	10% of BSP+ IFMS+ Registration charges+ Stamp Duty
*This installment & subsequent installments may not come in the same order in which they are mentioned.	
Depend on development/construction at site.	
Down Payment Plan (10% rebate)	
Booking Amount	10% of BSP
Within 60 days of Booking	80% of BSP +100% of additional charges
At the time of Possession	10% of BSP+ IFMS+ Registration charges+ Stamp Duty
Add. Charges includes PLC+EDC+IDC+CPC+Club Membership+FFC+PBIC & ECC	

<p>4</p>	<p>Residential Flat in Mansions, Park Prime, Sector-66, Gurgaon, Haryana</p> <p>Type _____</p> <p>Flat No. _____ Floor No. _____ Building Block No. _____</p> <p>Super Area _____ Sq. ft. _____ Sq. Mtrs. (approx.)</p> <p>A. Basic Sale Price @ 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 Space Charges _____ (Lump Sum)</p> <p>(Covered/Open)</p> <p>D. Interest Free Maintenance Security (IFMS): Rs. _____ per sq. ft. super area</p> <p>E. External Development Charge (EDC) + Infrastructure Development Charge (IDC): Rs. _____ per sq. ft. Super Area.</p> <p>F. Electric Connection Charge (ECC) + Fire Fighting Charge (FFC) + Power back-up Installation Charges (PBIC): : Rs. _____ per sq. ft.</p> <p>G. Club Membership Charges (CMC): Rs. _____ per sq. ft.</p> <p>H. Any other Charges : Rs. _____ /-</p>
<p>5</p>	<p>PAYMENT PLAN: DOWN PAYMENT PLAN [] / CONSTRUCTION LINKED PAYMENT PLAN []</p>

	<p>Note:-</p> <p>Payments to be made by A/c Payee Cheque(s) / Demand Draft(s) in favour of “BPTP Ltd.”, payable at New Delhi / Delhi only and only upon encashment of the cheque, the application will be considered for security.</p>
6	<p>Sales Organiser's Name & Address:</p> <p>: _____</p>
7	<p>DECLARATION:</p> <p>I/We the applicant(s) do hereby declare that my/our application for allotment of a Flat with 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 hereby confirm and undertake that I/We have read and understood the terms and conditions as mentioned hereinafter which has been duly signed by me/us and further undertake to abide by the same.</p>

Date

Yours faithfully,

Place:

x

Signature of Applicant(s)

FOR OFFICE USE ONLY

RECEIVING OFFICER: Name _____ Signature _____ date _____ :

1. ACCEPTED / REJECTED

Flat No. _____, Block No. _____ Floor _____

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

2. Basic Sale Price (BSP):Rs _____.

Preferential location Charges,

if applicable :

: Rs. _____ Lump sum

Note: All the payments towards External Development Charges, Preferential Location charges (for superior location, land facing, corner flat, etc), Maintenance Charges, Infrastructure Development Charges, and any other statutory charges or any 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 Housing Complex.

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

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

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

6. Provisional booking receipt no. _____ dated _____

7. Remarks:

Date: _____

Place: _____

Authorized Signatory

Cleared by Stock on _____

Signature

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

MANSIONS,PARK PRIME, SECTOR-66, GURGAON (HARYANA)

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 Flat Buyer's Agreement which would be executed between the Applicant(s) and the Company.

1. The Applicant(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 Housing Complex in particular which have been explained by the Company about the Standard Flat Buyer's Agreement and perused/understood by him/her/it.
2. The Applicant(s) has satisfied himself/herself about the rights, interest and title of the Company to sell and market the said Flat and right and title of the Company in the land on which the said Flats are being developed and the license has been issued in favour of the Company. The applicant has understood all limitations and obligations in respect thereof. The Applicant(s) agree(s) that there will not be any further investigations or objections by him/her/it in this respect.
3. The Applicant(s) shall execute the Standard Flat Buyer's Agreement with the Company, within 15 days from the date of communication as and when issued by the Company along with the affidavits, declarations and undertakings contained therein and compliance of the terms and conditions of the Standard Flat Buyer's Agreement. The Applicant(s) shall execute the standard maintenance agreement with the Company or its nominated maintenance agency, as the case may be, at the time of possession. The Applicant(s) undertakes to pay the required Security Deposit and the maintenance charges as may be applicable and decided at the relevant time.
4. 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 Flat owners. Due execution of the Maintenance Agreement shall form a condition precedent to handing over the possession and/or conveyance of the said Flat. The Applicant(s) further undertakes to pay maintenance charges as may be applicable by the Company/Maintenance Service Provider from the date within 30 days of the offer of possession or actual possession, whichever is earlier, 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.

5. The Applicant(s) shall make all payments of the agreed sale price of the said Flat as per the Payment Plan on the super area, along with the other charges as mentioned or stipulated therein, the Applicant(s) shall further make payment of registration charges, stamp duty and other incidental expenses as and when demanded by the Company to enable it to convey the said Flat in favour of the Applicant(s). The Applicant(s) shall make all the payments irrespective of any issues between the Applicant(s) and the Company with respect to any other matter contained in the Agreement or even otherwise. Any default in payment or non-payment shall be considered and deemed to be fundamental breach of the Standard Flat Buyer's Agreement.
6. The Applicant(s) shall make the payment of basic sale price, External Development Charges, Preferential Location Charges (for superior location, Flats etc.), Infrastructure Development Charges, VAT, Maintenance Charges, and all other charges as may be communicated from time to time. The Applicant(s) shall be further liable to pay any enhanced External Development Charges, Infrastructure Development Charges or any tax/charges including any Fresh Incidence of Tax as maybe levied by the Government of Haryana/Competent Authority/ Central Government, even if it is retrospective in effect as and when demanded by the Company on the super area of the Flat.
7. The Applicant(s) agrees and undertakes to make payment of Preferential Location Charges (PLC) and any additional cost incurred by the Company for allotment of Preferential /Superior located Flat to the Applicant(s), as may be prescribed and decided by the Company.
8. That the Applicant(s) understand that 1 (one) Parking Space which would be allotted to him shall be an integral part of the said Flat which cannot be sold/dealt with independent of the Said Flat. The Company at its own sole discretion shall provide open car parking space to the Applicant(s) at the time of possession subject to availability and the Company's decision in this regard shall be final and binding on the Applicant(s). All clauses of this Application(s) and Flat Buyer Agreement pertaining to the allotment, possession, cancellation etc. shall apply mutatis mutandis to the Parking Space(s) so provided, wherever applicable. The Applicant(s) agrees that the Basic Sale Price of the flat is exclusive of reserved car parking space provided to him/her for his/her exclusive use. The Applicant(s) agrees that Parking Space(s) provided to the Applicant(s) shall not be a part of common areas of the Said Building/ Said Complex for the purpose of the declaration which may be filed by the Company under Haryana Apartment Ownership Act, 1983. As the reserved parking space is an integral part/amenity of the Flat, the Applicant(s) undertakes not to sell /transfer/deal with the reserved parking space independent of the Flat.
9. The Applicant(s) agrees that he shall be liable to pay all other charges to the Company/Maintenance Service Provider, as the case may be, as per the Flat Buyers Agreement and the charges as enumerated in the Maintenance Agreement without any protest or demur.
10. Subject to the Applicant(s) making all payments and providing all documents under this Application including but not limited to:-

- a) The total price of the Flat and the parking space allotted to him;
 - b) Payment of all securities 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 Application 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 Applicant(s), a conveyance deed to convey the title of the said Flat in favour of Applicant(s) within a reasonable time.
11. The Applicant(s) agrees that if the Government /concerned authority imposes any charges in respect of (a) Electrification Charges (including pro-rata cost of purchasing and installing transformers, (b) Cost of installing Sewerage Treatment Plant/ Effluent Treatment Plant/ Pollution Control Devices (c) Firefighting Charges or any other facilities as may be required or specified by the Government or DTCP, the same shall be payable by the Applicant(s).
12. The Company is in the process of developing the said Housing Complex in accordance with the provisions as applicable by the Competent Authority, which have been explained and understood by the Applicant(s). However, if any changes in the layout plan and/or drawings are required by any statutory authority(s) of Govt., or otherwise, the same may be affected suitably, to which the Applicant(s) has agreed and has given his/her/its consent. However, if as a result thereof, there be any change in the location, preferential location, number, boundaries or area of the said Flat, 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 Flat, revised price shall proportionally be determined by the Company on the basis of the original rate. ‘
13. That 15% of the total sale consideration on the total super area of the Flat shall constitute the “**Earnest Money**”. Timely payment of each installment of the total sale consideration i.e. basic sale price and other charges as stated herein is the essence of this transaction/ agreement. 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 may at its sole option forfeit the amount of Earnest Money and other charges including late payment charges and interest deposited by the Applicant(s) and in such an event the Allotment shall stand cancelled and the Applicant(s) shall be left with no right, lien or interest on the said Flat and the Company shall have the right to sell the said Flat to any other person. Further the company shall also be entitled to terminate/cancel this allotment in the event of defaults of any terms and conditions of this application. In case the Applicant(s) withdraws his application for the allotment for any reason whatsoever at any point of time, then the Company at its sole discretion may cancel / terminate this Agreement and after forfeiting the earnest money as stated hereinabove may refund the balance amount to the Applicant without any interest.

14. The Subject to Clause 36 herein or any other circumstances not anticipated and beyond control of the Seller/Confirming Party and any restraints/restrictions from any courts/authorities and subject to the Purchaser having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement including but not limited timely payment of total Sale Consideration and Stamp Duty and other charges and having complied with all provisions, formalities, documentation etc., as prescribed by the Seller/Confirming Party, whether under this Agreement or otherwise, from time to time, the Seller/Confirming Party proposes to hand over the possession of the Flat to the Purchaser within a period of 36 months from the date of booking. The Purchaser agrees and understands that the Seller/Confirming Party shall be entitled to a grace period of 180 (One Hundred and Eighty) days, after the expiry of 36 months, for applying and obtaining the occupation certificate in respect of the Colony from the concerned authority. The Seller/Confirming Party shall give Notice of Possession to the Purchaser with regard to the handing over of possession, and in the event the Purchaser fails to accept and take the possession of the said Flat within 30 days of, the Purchaser shall be deemed to be custodian of the said Flat from the date indicated in the notice of possession and the said Flat shall remain at the risk and cost of the Purchaser.
15. Subject to remittance and adherence, as stated herein as well as the Standard Flat's Buyer Agreement, if, the Company fails to offer Possession of the Flat within the stipulated time as stated in clause 14 hereinabove, it shall be liable to pay to the Applicant(s) compensation calculated @ Rs. 5/- (Rupees Five only) per sq. ft. for every month of delay thereafter until the actual date fixed by the Company for handing over of Possession which the both parties agrees is a reasonable estimate of the damages that the Applicant(s) may suffer and the Applicant(s) agrees that it shall have no other rights or claim whatsoever. The adjustment of such compensation shall be done only at the time of execution of Conveyance Deed. The Applicant(s) further agrees and confirms that in the event of the Company abandoning the construction and the development of the Flat, this Application 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.
16. The Applicant(s) has fully understood and agrees that in case the Applicant(s) withdraws or surrenders his application for the allotment for any reason whatsoever at any point of time, then the Company at its sole discretion may cancel/terminate the Booking/Allotment/Application and shall forfeit the amounts paid/deposited up to the earnest money as stated hereinabove, and may refund the balance amount to the Applicant(s), if applicable, without any interest and compensation whatsoever
17. Timely Payments 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 due and payable by the Applicant(s) under the terms and conditions of this Application or by respective due dates thereof or if the Applicant(s) in any other 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.

18. That any amount paid by the Applicant(s) shall first be adjusted towards earlier outstanding payments such as unpaid or partly paid installments, interest or other outstanding amounts, if any.
19. The Applicant(s) shall take possession of the said Flat after making the full payment and get the Conveyance Deed executed within 30 days from the date of the Notice of possession issued by the Company subject to terms and conditions of the Flat Buyer's Agreement.
20. The Applicant(s) shall not use the said Flat or permit the same to be used for any purpose other than residential as sanctioned by the Director, Town & Country Planning, Haryana, Chandigarh, or shall not use the same in a manner which is likely to cause nuisance to neighboring residents or for any illegal or immoral purposes.
21. 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. In case of any change of address, the Applicant(s) shall without fail get the address recorded in the books of the Company. The receipt of any communication of the Company at the new address of the Applicant(s) would confirm that change of address has been duly recorded in the books of the Company. The Applicant(s) will be fully liable for any default in payment and/or other consequences that might accrue therefrom. That it is hereby clarified that in case of joint Applicant(s), all communications, demand notices, termination/cancellation letter, refund, etc., shall be sent by the Company to the Applicant(s) whose name appears first and at the address and to receive its confirmation in writing given by him/her/it 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).
22. The Applicant(s), only after payment of initial booking amount, shall get 5% rebate on basic sale price on timely payment of each installment and the rebate shall be credited in the account of the Applicant(s) simultaneously by the company. The Applicant(s) understands and agrees that the rebate of 5% given by the company to the applicant(s), subject to the applicant(s) making timely payment of each installment is restricted to the amount of the basic sale price of each installment and the said rebate would not construe and mean rebate against the total sale consideration. The Applicant(s) understands and agrees that the offer of rebate of 5% on timely payment of each installment is at the sole discretion of the Company which can be withdrawn by the company at any point of time without assigning any reason whatsoever. The Applicant(s) further understands and agrees that the present offer of rebate will not apply and cover other charges which are liable to be paid by the Applicant(s).

23. That the allotment letter issued by the Company allotting the Flat in the said Housing Complex shall be binding on the Applicant(s) to purchase the same and the Applicant(s) will have to execute all the necessary documents, affidavits, including Standard Flat Buyer's Agreement as stated herein. If, however, Applicant(s) fail to execute the necessary documents/affidavit including Standard Flat Buyer's Agreement, within stipulated time and/or fifteen (15) days from the date of offer of allotment and/ or from the date of communication by the Company, then this application for allotment shall stand cancelled/terminated at the sole discretion of the Company and the Earnest Money shall stand forfeited and Applicant(s) shall be left with no rights or interest or claims in respect of the said application/allotment. No compensation or interest or any charges 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 Flat Buyer's Agreement shall supercede the terms and conditions as set out in this application.
24. The Applicant(s) agrees that the number, size and location of the Flats are tentative and may change during the completion of the Housing Complex. The Company reserves the right to change the location, size, increase or decrease the number of Flats offered in the Scheme, "Mansions" Park Prime, Sector-66, Gurgaon. The Company also reserves the right to delete/withdraw some/all Flats depending on the circumstances. The Applicant(s) shall not have any right to object in this regard.
25. The Applicant(s) understands and agrees that he shall apply for the Home Loan, if required, to any Bank/Financial institution at his sole discretion and responsibility. 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 Home Loan to the Applicant(s). The Applicant(s) further understands and agrees that the Company shall not be held responsible in any manner whatsoever in the event his application, if any, for Home Loan in respect of the said Flat is rejected by any Bank/ Financial institution and the loan is not sanctioned and disbursed.
26. 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 feminine gender.
27. The Applicant(s) agrees that the Company shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of receivables of the said Flat subject to the said Flat being free from 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 Applicant(s) or in respect of the loan granted for the purpose of the construction.
28. The Applicant(s) shall indemnify and keep the Company, its agent, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions and 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 Flat Buyers Agreement.

29. The Applicant(s) (in case of an NRI/PIO) agrees that he 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, sale, 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 Company shall not be responsible towards any third party making payments, remittances on behalf of any Applicant(s) and such third party shall not have any right in this Application in any way and Company shall issue the payment receipts in favour of the Applicant(s) only.
30. The Applicant(s) has specifically acknowledged to the Company that the allotment of the Flat 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 occupation, use and transfer of the Flat and such other conditions as per the applicable laws.
31. The Applicant(s) has confirmed and assured the Company that he has read and understood the Haryana Apartment Ownership Act, 1983, and its implications thereof in relation to the various provisions of this Application and the Applicant(s) has further confirmed that he is in full agreement with the provisions of this Application in relation to Haryana Apartment Ownership Act, 1983, and shall comply, as and when applicable and from time to time, with the provisions of Haryana Apartment Ownership Act, 1983, or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the subject matter of this Application.
32. The Applicant(s) understands that this Application is purely on tentative basis and the Company may at its sole discretion decide not to allot any or all the Flats to anybody or altogether decide to put at abeyance the Housing Complex itself, for which the Applicant(s) shall not have a right to raise any dispute or claim any right/title/interest on the acceptance of the Application and receipt of the booking amount being received by the Company with this Application from the Applicant(s). In such case, the Applicant(s) shall be entitled to refund of the entire amount without any interest.
33. The Applicant(s) understands and confirms that the allotment of the Flat made shall not be construed as sale or transfer under any applicable law and the title to the Flat hereby allotted shall be conveyed and transferred to the Applicant(s) only upon his fully discharging all the obligations undertaken by the Applicant(s) including payment of the entire sale consideration and other applicable charges/dues and only upon registration of the Conveyance/Sale deed in his favour.
34. That the basic sale price is escalation free but it is subject to the escalation of price of steel, cement and other raw material beyond 10% increase as per index price as on 01.09.2009. The revision by the Company shall be made at its sole discretion and the Applicant(s) agrees to the same.

35. That the Applicant(s) understands and agrees that the EDC and other government charges have been calculated on the basis of the charges prevalent in the year 2008. The Applicant(s) understands and agrees that any revision in the EDC and other government charges and increase, if any, in such account, even if it is in retrospective effect shall be payable by the Applicant(s).
36. The Applicant(s) agrees that in case the Company is unable to deliver the said Flat to the Applicant(s) for his occupation and use due to (a) any legislation, order or rule or regulation made or issued by the Government or any other authority, (b) if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for any reason whatsoever, (c) if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent Authority(ies) become subject of any suit/writ before a Competent Court, (d) due to force majeure conditions, or (e) any other circumstances beyond the control of the Company or its officials, then the Company may cancel the allotment of the said Flat in which case the Company shall only be liable to refund the amounts received from the Applicant(s) without any interest or compensation whatsoever.
37. The Applicant(s) agrees that the Company shall have the right to transfer ownership of the said Housing Complex in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/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.
38. The Applicant(s) further agrees and gives his consent that in case at any point of time during the construction of the Housing Complex or thereafter, but before grant of possession if FAR is increased for any reason including change of law or for any other reason whatsoever then the Company shall be allowed to utilize the same and may built further Flats or may construct further Flats in the said building subject to rules and regulation
39. The Company and/or its Associate Company reserves the right to alter any terms and conditions/clause of the Housing Complex at its discretion as and when considered necessary.
40. The Applicant(s) should correctly mention his/her Permanent Account Number (PAN) in the Application form, if the same is not provided then the Application may be summarily rejected. The application form should be signed by the person(s), or his/her Registered Power of Attorney, who want(s) to get the Flat under the Housing Complex. Similarly, in the case of Company applying for the Flat(s), should sign through authorized personnel enclosing an authority letter/board resolution.
41. The Company reserves the right to cancel the allotment of Flat(s) in case Allotment being obtained through misrepresentation and suppression of material facts and Company's decision in this regard shall be final.

42. All or any disputes arising out or touching upon or in relation to the terms of this application and/or Standard Flat 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 Flat 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 Flat 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 Flat 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 Flat 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 Flat applied for and provisionally and/or finally allotted to me/us in any manner whatsoever.

Date:

SIGNATURE OF THE APPLICANT(S)

Place:

