

parklands epicenter

by



culture}movement

Application for provisional allotment of a SCO Plot to be used as a Commercial Space/Office Space/Shop SCO Plot in Block E, G, J, N & M, “Parklands” at Faridabad, Haryana.

Application No

Dated / /

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

Dear Sir/s,

I¹ wish to tender my expression of interest for the provisional allotment of a plot bearing number , situated at Block , SCO Plot (hereinafter referred to as the “SCO Plot”) located in your project 'Parklands', Sector , Faridabad, consisting of plots, villas, shopping centers, community center, schools, SCO Plot's etc. (hereinafter referred to as “Project”), as per the Payment Plan in Annexure A hereof. The said SCO Plot shall have a maximum permissible buildable area admeasuring about sq. ft and is an integral part of Commercial Pocket measuring acres, falling in block in Sector , Faridabad, Haryana and Director General, Town and Country Planning, Chandigarh, Haryana (“DGTCP”) has issued licenses bearing nos. 157 to 193 of 2005; 316 to 346 of 2005; 413 to 442 of 2006; 259 of 2007; 59 of 2010; 60 of 2010; 38 of 2011 and 47 of 2011 for development of the Project. The aforesaid buildable area of SCO Plot shall be spread on various floors/levels as per below mentioned ratio:

- (I) Basement: sq. ft.
- (ii) Ground Floor: sq. ft.
- (iii) First Floor: sq. ft.
- (iv) Second Floor: sq. ft.
- (v) Mezzanine: sq. ft.
- (vi) Mumty: sq. ft.
- (vii) Others: sq. ft. (which will include O.H. Tank, Corridor and Balcony)

I herewith tender a sum of Rs. (Rupees _____ only) by Bank Draft/Cheque dated / / as booking amount. In case of non-realization of complete booking amount, for any reason whatsoever, BPTP Limited (hereinafter referred to as the “Company” or “BPTP”) shall forfeit the partial booking amount paid by the Applicant(s) and cancel the allotment.

¹ Any reference in this application form to the singular i.e. “I/Me/My” includes the plural i.e. “We/Our/Us” in case of more than one Applicant.

I understand and agree that this application is a mere request for provisional allotment and the same does not constitute or create any right, title or interest whatsoever in my favor in respect of the SCO Plot applied for, notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this Application. In the event the SCO Plot is allotted to me, I agree to pay all installments and all other dues, charges and taxes including any enhancement or fresh incidence of tax in terms of the Payment Plan opted, as stipulated in this Application or as may be required by law or demanded by the Company in future.

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

I am tendering this Application with the full knowledge that the Company along with its associate/subsidiary/group companies/affiliates is in the process of developing the said Project. I acknowledge and confirm that the Company has provided all information, clarifications and documents in relation to the Project/SCO Plot as was demanded by me and that I am fully satisfied with the same, but I have relied on my own judgment and independent investigation in deciding to apply for provisional allotment of the said SCO Plot in the Project.

I have not relied upon and/or been influenced by any architect's plans, advertisements, brochures, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Company, or channel partners or otherwise including but not limited to any representations relating to the description or physical condition of the Project and/or the SCO Plot sought to be allotted in the said Project. Further, the terms and conditions contained herein are self-explanatory and complete in all respects and nothing except stated herein shall be considered to be part of this Application.

I have read, clearly understood and agreed to abide by the terms and conditions enclosed with this application, including those relating to payment of sale consideration and other charges including delayed payment charges, forfeiture of the Earnest Money and deduction of any interest amount, due or payable, and/or any other amount of non-refundable nature, etc., as laid down in this Application and its attachments. All the payments towards Development Charges, Preferential Location Charges, Maintenance Charges, Service Tax and any other statutory charges, taxes, duties and levies or any enhancement or fresh incidence of tax, if any, shall be payable by the Applicant(s), as and when demanded by the Company or its designated maintenance agency for the said Project. The stamp duty, registration fee and miscellaneous charges towards registration of conveyance deed shall be paid extra by the Applicant(s).

Notwithstanding anything contained herein, I understand and agree that the validity of this Application shall be subject to realization of the amount tendered by me with this Application.

All details should be filled in block letters

(Starred points are mandatorily, to be filled up by the Applicant(s), half-filled form shall be rejected)

1. SOLE OR FIRST APPLICANT (S)

*Mr. Mrs. Ms.

Name

*S/W/D/of

*Nationality

*Age years, Professional Self Employed Service

*Residential Status: Resident NRI PIO

*Income Tax Permanent Account No.

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

*Mailing Address:

PIN

Phone No. Fax No.

Company Name

Office Address

PIN

Phone Nos.

*E-mail Mobile :

Please affix your photograph here

2. SECOND APPLICANT

*Mr. Mrs. Ms.

Name

*S/W/D/of

*Nationality

*Age years, Professional Self Employed Service

*Residential Status: Resident NRI PIO

*Income Tax Permanent Account No.

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

*Mailing Address:

PIN

Phone No. Fax No.

Please affix your photograph here

Company Name

Office Address

PIN

Phone Nos.

*E-mail Mobile :

3. THIRD APPLICANT

*Mr. Mrs. Ms.

Name

*S/W/D/of

*Nationality

*Age years, Professional Self Employed Service

*Residential Status: Resident NRI PIO

*Income Tax Permanent Account No.

Please affix
your
photograph
here

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

*Mailing Address:

PIN

Phone No. Fax No.

Company Name

Office Address

PIN

Phone Nos.

*E-mail Mobile :

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

4 The Total Sale Value (“TSV”) for SCO Plot is Rs. _____/-, which comprises of:

- a. Basic Sale Price (“BSP”);
- b. Development Charges (“DC”)*;
- c. Preferential Location Charges (“PLC”);
- d. Electrification and Sewerage Treatment Plant Charges (“E_STP”); and
- e. Water connection charges, sewer connection charge and road cutting charges are collectively called as Utility Connection Charges (“UCC”).

The aforesaid Total Sale Value does not include following charges/amounts, but the same shall be payable by the Applicant(s) as and when demanded by the Company:

- a. Any increase in the constituents of DC thereof, whether retrospectively or prospectively;
- b. Augmentation charges (power), multiple connection charges, meter and cable;
- c. Interest Free Maintenance Security Deposit (“IFMS”);
- d. Stamp Duty Charges ;
- e. Conveyance Deed Charges;
- f. Administration Charges;
- g. Any other charge(s) which the Company / Maintenance Agency may demand for providing any additional service/ amenity/facility etc. or for up gradation of any existing service/ amenity/ facility etc.

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

- (a) (I) External Development Charges (EDC) and Infrastructure Development Charges (IDC) as conveyed and/or demanded by the HUDA, DGTCP or the Government of Haryana,
(ii) Any interest paid and/or payable thereon to the concerned Authorities,
- (b) (I) Infrastructure Augmentation Charge (IAC) as conveyed and/or demanded by the HUDA, DGTCP or the Government of Haryana,
(ii) Any interest paid and/or payable thereon to the concerned Authorities,
- (c) The cost of such other developmental works as may be undertaken by the Company within or around the Project that are not charged specifically elsewhere.
- (d) Cost incurred by the Company on the capital invested in making the payment of any of the Development Charges. Such cost shall be determined at the rate of (SBI PLR + 5%), subject to upper ceiling of 18%.
- (e) Cost of bank guarantees to be deposited with DHBVN/HVPN.

Note:-

- i. Service tax shall be payable by Applicant(s), as applicable.
- II. Payments to be made only by way of A/c Payee Cheque / Demand draft payable at par at New Delhi or by way of an electronic transfer in favour of “BPTP Limited” or in favour of such subsidiary / associate / group / affiliate company as may be advised by the Company. All payments accepted shall be subject to their actual realization in the Company's account and the date of credit shall be deemed to be the date of payment of the installment by the Applicant(s).

5 Sales Organizer's Name & Address:

Name

Address

Partner Code:



Signature & Stamp

Dated / /

6 DECLARATION:

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

Date / /

Place:

First Applicant

Second Applicant

Third Applicant

FOR OFFICE USE ONLY

RECEIVING OFFICER:

Name

Signature

Date

1. ACCEPTED REJECTED

2. SCO Plot No. Block No. Sector ,Faridabad
Permissible Buildable Area sq. ft.

3. Total Sale Value (TSV):

- i. Basic Sale Price (BSP) Rs. /-
- ii. Development Charges (DC) Rs. /-
- iii. Preferential location Charges (PLC), if applicable Rs. /-
- iv. Electrification and Sewerage Treatment Plant Charges (E_STP) Rs. /-
- v. Utility Connection Charges (UCC) Rs. /-
- vi. Total Sale Value (TSV): Rs /-

4. PAYMENT PLAN: _____

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

6. Provisional Booking receipt no. dated

7. Remarks

Date:

Place:

Cleared by Stock on

Authorized Signatory

BROAD BINDING TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION

A) Nature of these Terms and Conditions.

1. The Terms and Conditions given below have been thoroughly read, understood and agreed by the Applicant(s) and shall remain binding and enforceable on the parties in terms hereof. The said Terms and Conditions are also indicative of the broad content of the terms and conditions as will be more comprehensively and elaborately set out in the SCO Plot Buyer's Agreement available at the Company's customer care center, and which shall supersede these terms and conditions on its execution.
2. These Terms and Conditions are applicable for the provisional allotment of a SCO Plot to be used as a shop/office space at 'Parklands' Sector __, Faridabad.

B) Verification, Sufficiency of Title to the SCO Plot and Undertaking for Construction.

1. The Applicant(s) has tendered this Application for provisional allotment of a SCO Plot in the Project with full knowledge of and subject to all the laws/notifications and rules applicable to this area in general and this Project in particular, including the limitations and obligations of the Company in relation to or in connection with the development of a SCO Plot on the land on which the said Project is being developed.
2. The Applicant(s) has satisfied himself/herself that Countrywide Promoters Pvt. Ltd., a company incorporated under the Companies Act 1956, having its registered office at M-11, Middle Circle, Connaught Circus, New Delhi-110001, along-with its associate/group companies and collaborating parties are the owner/licensee (collectively "Land Owners") in possession of the land approx. 572.65 Acres or thereabouts falling in revenue estate of Villages Bhatola, Kheri Khurd and Kheri Kalan, in Sector – 82 to 89, Tehsil and District Faridabad, Haryana ("Land") and is sufficiently entitled to develop, sell and deal with the said Project proposed to be developed on the said Land, in respect of which DGCTP has issued the license bearing nos. 157 to 193 of 2005; 316 to 346 of 2005; 413 to 442 of 2006; 259 of 2007; 59 of 2010; 60 of 2010; 38 of 2011 and 47 of 2011 (hereinafter referred to as the "License"). The Land Owners have authorized BPTP Ltd. ("BPTP" or "Company"), to develop the said Project on the said Land and to sell, market, deal, negotiate, sign and execute agreement, conveyance deed etc., with the Applicant(s)/prospective purchasers/buyers at the rates and terms and conditions to be determined in its sole discretion and also to receive all payments and issue receipts thereof in its own name.
3. The Applicant(s) acknowledges that he/she has inspected the relevant documents/papers including but not limited to perusal of the layout plans, location plans, building design / drawings as approved by the competent authority(ies) vide _____ for SCO Plot ("Approved Drawings"); ownership record of the said SCO Plot and the Commercial Block as a whole and is fully satisfied with the right, title and interest of the Land Owners to the said Land and has understood all limitations and obligations of the Land Owners in respect thereof. The Applicant(s) states and undertakes not to hereinafter raise objections with respect to the Land Owners' right/title/interest in the said Land.
4. The Applicant(s) undertakes and agrees to construct the SCO Plot as per the Approved Drawings and building norms pertaining to SCO Plot's (as per SCO Plot regulations/notifications) having permissible buildable area as _____ sq. ft., on Basement, _____ sq. ft., on Ground Floor, _____ sq. ft., on First Floor, _____ sq. ft., on Second Floor, mezzanine of _____ sq. ft., mummy of _____ sq. ft., and _____ sq. ft., for others (which will include O.H Tank, Corridor & balcony). The basement

area shall be used for storage purposes only. The Applicant(s) undertakes and agrees to keep the area in front and rear sides of the said SCO Plot to be left open as common area for common parking and common services without creating any hindrance whatsoever. The Applicant(s) agrees and undertakes that he shall undertake construction of SCO Plot as per the standard specifications, building and colour coding norms provided by the Company. Further, the Applicant(s) agrees and undertakes that external waterlines, sewers, drains, pipes, electrical humes and appurtenances thereto, shall be laid down by him in accordance with the plans to be provided by the Company. Further, the Applicant(s) undertakes that it shall be bound by all the conditions and the stipulations imposed by DGTCP and other competent authority(ies) in respect of the said SCO Plot and/or the said Project including the construction of SCO Plot as per Approved Drawings and he shall keep the common corridor and common parking area free for movement and shall not obstruct by constructing/ any permanent/temporary structure in the said areas.

5. The Applicant(s) agrees and undertakes to carry out the construction while maintaining the front and rear setback as mentioned in the Site Plan and further agrees and undertakes to complete the construction of landscape, services, pavement etc., in front and rear setback as shown in the plans, within 6 (six) months from the date of execution of the conveyance deed. The Applicant(s) agrees and undertakes to execute the elevation control as shown in the drawings. Further, the Applicant(s) hereby agrees and undertakes to complete the entire construction of the SCO Plot within 3 (three) years from the date of execution of the conveyance deed. In case the Applicant(s) fails to commence the construction within the period stipulated herein, the Applicant(s) shall approach the Company for extension of the said period subject to payment of such charges, as may be determined by the Company at that time for extension/non-construction. The Completion/Occupancy Certificate of SCO Plot shall be obtained by the Applicant(s), at their own costs and expenses and upon completion of the construction the Applicant(s) undertakes to submit to the Company, at his/her own costs and expenses, a certified true copy of the Completion/Occupancy Certificate.
6. The Applicant(s) has tendered this Application for provisional allotment of a SCO Plot in the Project without relying on any representations and assurances of the Company or any of its representatives or agents or channel partners and with full cognizance of the fact that the Company cannot provide oral representations and assurances, and has agreed to purchase the SCO Plot from the Company on an as is where is basis (which shall refer not only to the physical condition of the Land and SCO Plot, their contents/inclusions at the time of this sale, but also to the condition of the title or other evidence of ownership and the extent and state of whatever rights, interests and participation over said Land and SCO Plot with the Company at the time of the Sale) without any recourse to warranties implied in terms hereof.
7. That the Applicant(s) understands and agrees that the allotment of the SCO Plot shall be made by the Company on priority basis i.e. 'First-come-First basis' subject to receipt of full booking amount and scrutiny of the Application Form for provisional allotment. The Applicant(s) further understands and agrees that subject to the conditions mentioned herein, if the Applicant(s) has indicated any preference for the allotment of a SCO Plot on any particular location, the allotment shall be made by the Company subject to the availability of the SCO Plot in accordance with the preference indicated by the Applicant(s). It is hereby clarified that the allotment of the SCO Plot shall be at the sole discretion of the Company.
8. That in case, the Applicant(s) has booked the SCO Plot through a channel partner, the channel partner alone shall be responsible for any representations/promises/ commitments made by such channel partner to the Applicant(s), save and except as mentioned herein, and the Applicant(s) agrees that the Company shall not be responsible for any such representations/promises and / or commitments made by a channel partner to the Applicant(s).

C) SCO Plot Buyer's Agreement; Consideration and Payment Obligations; Ownership Rights; Electricity Connection.

1. The Applicant(s) shall execute a SCO Plot Buyer's Agreement with the Company within 30 days from the date of dispatch of such Agreement through registered post by the Company along with the affidavits, declarations and undertakings contained therein. If the Applicant(s) fails to execute and deliver the SCO Plot Buyer's Agreement along with above mentioned documents to the Company within aforesaid stipulated period, then the allotment of the Applicant(s) may be cancelled at sole and absolute discretion of the Company and the Earnest Money and Non Refundable Amount (as defined hereinafter) paid by the Applicant (s) shall stand forfeited.
2. The Applicant(s) shall pay the Total Sale Value for the SCO Plot and other charges to the Company as per the payment plan opted by the Applicant(s). The Applicant(s) confirms and represents that the Company has not indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever that the Applicant(s) shall have any right or title of any kind whatsoever, in any land, buildings, common areas, recreational and sporting facilities (if any) and common amenities, save and except as mentioned hereinabove. It is understood and agreed by the Applicant(s) that the said common areas and facilities within the Project, shall remain un-divided and no Applicant(s) or occupier of any other unit or any person claiming under it/them shall be entitled to seek a partition or division of any part thereof. Further, it is understood and agreed by the Applicant(s) that no horizontal or vertical subdivision of SCO Plot is allowed.
3. The Applicant(s) understands and agrees that certain units in the Project attract Preferential Location Charges ("PLC") for their locational advantage including but not limiting to front facing, corner unit etc. as more specifically defined in the Schedule of Payment. The Applicant understands that a SCO Plot may attract more than one PLC depending upon its locational advantage. The Applicant(s) undertakes to pay the Preferential Location Charges without any demur or protest, should a SCO Plot inviting such charges be allotted to him/her.
4. The Applicant(s) agrees and undertakes to make payment of total sale consideration including Total Sale Value (TSV) as per the Payment Plan or as per the demands raised by the Company from time to time in respect of the SCO Plot. It is further understood and agreed that 25% (Twenty Five percent) of the aforesaid Total Sale Value (TSV) shall constitute earnest money being Rs. _____/- (Rupees _____ Only) ("Earnest Money").
5. The DC mentioned at the time of booking is subject to any revision of the constituents thereof or levy of an additional charge by any government or statutory authority. If there is any revision or levy of charge(s), the same shall be communicated to the Applicant(s) and the Applicant(s) shall make the additional payment of such revision or levy within the period of demand made by the Company/Maintenance Agency, without any demur or protest.
6. That the Applicant(s) agrees and undertakes to pay directly, or if paid by the Company, then reimburse to the Company, on demand any Municipal Tax, Property Tax, Service Tax, VAT, Enhanced DC including but not limited to EDC/IDC/IAC, WCT or any tax/charges, government levies including any fresh incidence of tax or compensation as maybe levied by the Government of Haryana/Competent Authority/ Central Government, retrospectively or prospectively. If such charges are increased (with retrospective effect) after the conveyance/sale deed has been executed, then the Applicant(s) undertakes to pay the same upon intimation by the Company.

7. The Applicant(s) agrees that if the Government /concerned authority imposes any charges in respect of any other facilities as may be required or specified by the Government or DGTCP, the same shall be payable by the Applicant(s) as and when demanded by the Company.
8. The Applicant(s) further understands and agrees that in case the Applicant(s) fails to make payment of the amount against the first demand raised by the Company after booking of the SCO Plot then in such event his application for booking in respect of said SCO Plot shall be cancelled and the amount deposited by the Applicant(s) at the time of booking shall be forfeited. The Applicant(s) undertakes that he shall not raise any dispute or claim of any nature whatsoever in this regard.
9. The Applicant(s) shall pay, as and when demanded by the Company, the stamp duty, registration, any other incidental or ancillary charges and legal expenses for execution and registration of the conveyance/sale deed of the SCO Plot in favour of the Applicant(s), which shall be executed and registered upon receipt of the Total Sale Value and other charges as may be payable or demanded from the Applicant(s) in respect of the SCO Plot allotted to him/her/them.
10. Timely payment of installments as per the Payment Plan in Annexure A shall be the essence of this transaction. It shall be incumbent on the Applicant(s) to comply with the terms of payment and other terms and conditions of allotment. The Applicant(s) acknowledges that the failure to adhere to the payment schedule and failure to make full and timely payment impacts the Company's ability to fulfill its reciprocal promises and obligations, to the Applicant(s) and other customers and consequently prejudicially affects as well as results in the waiver and extinguishment of the Applicant's rights under these Terms and Conditions and the SCO Plot Buyer's Agreement, including but not limited to the right to claim any compensation for delay in offering possession of the SCO Plot, the right to require the Company to perform any of its obligations within a given timeframe and the cancellation of allotment amongst other rights. Accordingly, in the event that the Applicant(s) fails to strictly adhere to these terms and conditions and the SCO Plot Buyer's Agreement, such action shall amount to a material default of the terms hereof and the SCO Plot Buyer's Agreement and notwithstanding the levy of the late payment interest, the Company would be entitled to terminate/cancel the allotment of the Applicant(s) and thereafter the Applicant(s) shall cease to have any right, title or interest whatsoever in the SCO Plot and shall also be liable to forfeiture of earnest money deposit, non-refundable amounts (if any) in terms of clause "E" hereinbelow.
11. The Applicant(s) has specifically acknowledged to the Company that the allotment of the SCO Plot shall be subject to strict compliance of bye laws, rules etc., that may be framed by the Company and or nominated Maintenance Agency for occupation and use of the SCO Plot and such other conditions as per applicable laws. The Applicant(s) understands and confirms that the allotment of the SCO Plot made shall not be construed as sale or transfer under any applicable law and the title to the SCO Plot hereby allotted shall be conveyed and transferred to the Applicant(s) only upon his fully discharging all his obligations, including payment of Total Sale Value, other charges, interest, if any and only upon registration of the conveyance/sale deed in his favour and till then, the Company shall have the sole right to reallocate/ modify / change the SCO Plot as and when required, including without limitation the size, and that the Applicant (s) confirms that he shall have no objection whatsoever in this regard.
12. The Applicant(s) shall use and occupy the SCO Plot only for the purposes it is allotted to the Applicant(s) and in such manner and mode as may be provided in the SCO Plot Buyer's Agreement and/or other directives issued by the Company or its representatives/nominees or as prescribed by applicable laws.

13. Notwithstanding anything contained elsewhere in these Terms and Conditions and the SCO Plot Buyer's Agreement, it is expressly understood that timely payment of the installments as stipulated in the Payment Plan, payable in respect of the SCO Plot shall continue and remain binding on the Applicant (s) unabated irrespective of any issues between the Applicant(s) and the Company with respect to any other matter contained in these Terms and Conditions and the SCO Plot Buyer's Agreement.
14. That the Applicant(s) understands, agrees and undertakes that the Company, on behalf of the Applicant(s), shall apply to Dakshin Haryana Bijli Vitran Nigam ("DHBVN") / Haryana Vidyut Prasaran Nigam ("HVPN") / any other electricity distributing agencies for getting an electricity connection in respect to the SCO Plot. The cost and expense with respect to the same shall be paid or reimbursed by the Applicant(s), as the case may be, to the Company/Maintenance Agency on demand. The Company shall be responsible to provide / create only the electrical infrastructure comprising of High and Low Side Electrification works and allied infrastructure, the distribution networks through trenches / hume pipes, HV Transformers, HV switch gears, LT panels, feeder pillar cum meter board & LV cables from LT panel to feeder cum meter board and other required infrastructure as per the guidelines of DHBVN / HVPN or any other electricity distributing agencies and other conditions as per approved electrification plan. The Applicant(s) agrees and undertakes to pay charges for the aforesaid, i.e. Electrification Charges, to the Company or its nominated Maintenance Agency as provided herein.
15. In the event the Company/Maintenance Agency lawfully arranges for bulk supply (NDS) of electrical energy, the Applicant(s) herein agrees to abide by all conditions of the sanction of bulk supply (NDS) including but not limited to waiver of the Applicant(s) rights to apply for individual / direct electrical supply connection directly from DHBVN or any other authority responsible for supply of electrical energy. The Applicant(s) also agrees and undertakes to sign, execute and affirm all other documents as may be required by the Company/Maintenance Agency, from time to time, for the purpose of availing the electricity supply/connection for the Applicant(s). The Applicant(s) agrees to pay the deposits, charges for bulk supply (NDS) of electrical supply and any increase thereof, as may be demanded by the Company/Maintenance Agency from time to time. It is agreed by the Applicant(s) that the above said charges shall be in addition to the electrical consumption charges. The consumption charges shall include meter hire charges, charges for consumption of electricity plus transmission and distribution losses etc. It is further agreed and accepted by the Applicant(s) that the supply of electrical supply shall be subject to availability of the same with the Maintenance Agency, and the Applicant(s) herein shall not claim any loss or damage, whether direct or consequential, from the Company / Maintenance Agency, in the event of low/high voltage, inconsistent or non-availability of the same for reasons beyond the control of the Company / Maintenance Agency.
16. In case of bulk supply (NDS), the Company/Maintenance Agency may install pre-paid meters for electricity and the Applicant(s) hereby agrees to pay the cost of said pre-paid electricity meter and installation charges thereof and agrees to abide by terms of usage thereof. Further, the Applicant(s) hereby acknowledges, agrees and confirms that the charges towards maintenance services, water consumption, electricity consumption inside the SCO Plot and other services etc., shall be billed and recovered on the basis of prepaid metering system and/or, in advance, for every month or for such other duration as the Company/Maintenance Agency may deem fit. The Applicant(s) hereby undertakes to maintain the sufficient balance in the respective prepaid meters and/ or pay the bills so raised by the Company/Maintenance Agency on or before the due date(s) as mentioned in the bills.
17. The Applicant(s) hereby acknowledges, agrees and confirm that the Company provides the power load as per DHBVN norms but if any additional load is required by the Applicant(s), then the same shall be provided

subject to availability of load for which the customers need to deposit augmentation charges to the Company/ Maintenance Agency, as and when demanded. Further, the Company/Maintenance Agency may provide multiple connections at an additional cost to be deposited by the Applicant(s) to the Company/Maintenance Agency along with this Application.

D. Alterations and Exclusions.

1. The Company is in the process of developing the said Project in accordance with layout plan that has been duly approved by DGTCP. However, the said lay out plan is subject to change upon receipt of additional licenses for additional area or any time before receipt of Completion Certificate (CC) in respect of the Project from concerned authority. The lay out plan is indicative in nature and may undergo change during the course of development or as required by any statutory authority or by any government policy/statutory rules and regulations or for better efficiency to achieve the density of population as envisaged in any Master Plan or as advised by the architect or for the reasons of commercial expediency or due to force majeure circumstances or otherwise. The aforesaid changes may be suitably effected before receipt of CC either on accord of the Company or on the basis of the instructions received from the competent authority in this regard. The Applicant(s) hereby agrees and gives his consent to the Company to carry out the same and understand that the size, position and numbering of the said SCO Plot may undergo change.
 - a. If due to any of the aforesaid changes any SCO Plot becomes preferentially located, revised Total Sale Value /PLC (if applicable) shall be payable by the Applicant(s). If the said SCO Plot ceases to be preferentially located, then in such an event the PLC already paid shall be adjusted in the final payment or else refunded to the Applicant(s) without any interest as the case may be. The Applicant(s) shall not raise any objection and shall have no claim monetary or otherwise of any nature whatsoever in this regard. Any change in the location, preferential location, number, boundaries or area of the said SCO Plot shall be binding on the Applicant(s).
 - b. If due to any of the aforesaid reasons, or for any other reason whatsoever, the particular SCO Plot which was allotted to Applicant(s) is not being developed/constructed or in case of absolute deletion of the SCO Plot in the Project, the Company shall allot an alternate SCO Plot in the Project, subject to availability and the Applicant(s) shall be liable to pay or entitled to refund of the difference in the Total Sale Value and other charges of alternate SCO Plot, if any. If no alternate SCO Plot is available, the Company will refund the amount paid by the Applicant(s) in full without any interest. The Applicant(s) understand and agrees that such allotment of alternate SCO Plot or refund of the amounts paid by the Applicant(s) shall adequately and completely redress the Applicant(s) and the Applicant(s) shall have no claim against the Company whatsoever.
 - c. In case of any increase of buildable area during the construction, the Applicant(s) shall bear the cost of compounding charges, if any.
2. Notwithstanding the obligation of Applicant(s) to develop the SCO Plot as per the plans provided by the Company, the Applicant(s) understands and agrees that the Company may carry out extensive developmental/construction activities in future in the entire area falling outside the commercial pocket in which said SCO Plot is proposed to be developed/constructed. The Applicant(s) has confirmed that he/she shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her due to such developmental/construction activities or incidental/related activities. It is made clear by the Company and

understood by the Applicant(s) that he/she shall have no right including right of ownership in the land(s), facilities and amenities, save and except as specified herein. All rights, interest and title in the land falling outside the SCO Plot shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government, semi- Government, any other authority, body, any person, institution, trust and/or any local body(ies), which the Company may deem fit in its sole discretion. The Company relying on this specific undertaking of the Applicant(s) in this Application may provisionally/finally agree to allot the SCO Plot and this undertaking shall survive throughout the occupancy of the SCO Plot by the Applicant(s), his/her legal representatives, successors, administrators, executors, assigns etc.

3. The Applicant(s) fully understands that community sites, as may be developed by the Company, shall vest with the Company or its nominee which shall have the exclusive right to deal with such facilities in any manner as deemed fit and proper by the Company. The right of usage of community sites, shall be limited to the Applicant(s) (and the occupants of the Project claiming under them) and their dependents or such other persons / entity as may be decided by the Company in its sole discretion within the Project only and is subject to the fulfillment of the terms and conditions as may be stipulated by the Company. The Applicant authorizes the Company to formulate, at the Company's sole discretion, appropriate management structure and policies, rules and regulations for the said community sites and upon intimation of the formalities to be complied, the Applicant(s) undertakes to fulfill/comply with the same.
4. The Applicant(s) understands and agrees that the SCO Plot applied for, along with the Project, shall be subject to Haryana Development and Regulation of Urban Area Act, 1975 including all the amendments and modifications thereof and the rules and their amendments and modifications framed there under (hereinafter referred to as the "Act") or any statutory enactments or modifications thereof. The common areas, facilities and the undivided interest of each SCO Plot owner in such common areas and facilities, as specified by the Company in the declaration, if any, which may be filed by the Company shall be conclusive and binding upon the owners of the SCO Plot(s) and the Applicant(s) confirms that his right, title and interest in the SCO Plot in the Project 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 Applicant(s) that the declaration to be filed shall be in strict consonance with other, the clauses contained herein and, in no manner, shall confer any right, title or interest in any lands, facilities, recreational and sporting activities, if any, amenities and buildings outside the land where the SCO Plot is located. It is made clear that the Company shall be the sole owner of the said lands, facilities, other recreational and sporting activities, if any, amenities and buildings outside the land where the SCO Plot is located and the Company shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same to any one and in any manner at its sole discretion and the Applicant(s) shall have no claim whatsoever of any nature therein.

E Termination/Cancellation Rights.

1. As stated hereinabove that timely payment of each instalment of the Total Sale Value and other charges in terms of the Payment Plan as stated herein is the essence of this transaction. In case the Applicant(s) neglects, omits, ignores, defaults, delays or fails, for any reason whatsoever, to pay in time to the Company any of the instalments or other amounts and charges due and payable by the Applicant(s) as per the payment schedule opted or if the Applicant(s) in any other way fails to perform, comply or observe any of the terms and conditions on his/her part in the present Application/SCO Plot Buyer's Agreement or commits any

breach of the undertakings and covenants contained herein, the Company may at its sole discretion cancel the allotment and forfeit the amount of Earnest Money and Non-Refundable Amounts including but not limited to the interest due on delayed payments, deduction of brokerage paid by the Company to the broker in case the booking is made through a broker, application processing fees, any incentives, and/or any other charges due from the Applicant(s), etc. ("Non Refundable Amount") and other amounts of such nature. In the event the Company exercises its right to cancel the allotment, the Applicant(s):

- a. shall be left with no right or interest in the said SCO Plot and the Company shall have the absolute right to sell the said SCO Plot to any third party.
 - b. shall approach the Company for the refund, if any, and the Company shall refund the balance amount, if any, to the Applicant(s) without any interest within (120) One Hundred Twenty Days from the date of sale of the SCO Plot by the Company to any third Party.
2. However, in the event the Applicant(s) defaults in making payment of any of the instalment or any other amount due as per the payment plan opted, the Company may at its sole and absolute discretion choose to grant time to Applicant(s) through a notice in writing and the Applicant(s) shall be liable to pay the outstanding dues together with interest @ 18% p.a compounded quarterly for the period of delay in making the payments. Further, any delay in making timely payment of the instalments by the Applicant(s) constitutes a material breach and render the Applicant(s) ineligible to claim delay compensation from the Company.
 3. That the Applicant(s) understands confirms and agrees that in case of delayed payment of any installment, the payment so made by the Applicant(s) shall first be adjusted towards interest accrued on previous outstanding amounts and only thereafter the balance payment shall be adjusted towards the current outstanding amounts.
 4. Notwithstanding the above, the Company may, at its sole discretion, choose to waive its right to cancel terminate the allotment / agreement. In such an event, the possession of the SCO Plot may be offered to the Applicant(s) only upon payment, of all outstanding dues, penalties, holding charges, etc., along with interest at the rate of 18% (Eighteen percent) p.a. on the outstanding installments / demands till the date of payment.

F. Force Majeure and other Contingencies.

1. **"Force Majeure"** means any event or combination of events or circumstances beyond the reasonable control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform including but not limited to the following :
 - a. act of God i.e., fire, draught, flood, earthquake, epidemics, natural disasters;
 - b. explosions or accidents, air crashes, act of terrorism;
 - c. strikes or lock outs, industrial disputes;
 - d. non-availability of cement, steel or other construction/raw material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
 - e. war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
 - f. the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the company from complying with any or all the terms and conditions as agreed in these Terms and Conditions ;

- g. economic recession; or
 - h. any legislation, order or rule or regulation made or issued by the Government or any other authority or if any Competent Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals/certificates for the Project/SCO Plot or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) becomes subject matter of any suit/ writ before a competent court or; for any reason whatsoever;
 - i. Any event or circumstances analogous to the foregoing.
2. The Company shall not be held responsible or liable for not performing any of its obligations or undertakings provided herein if such performance is prevented due to Force Majeure conditions, as defined hereinabove.
 3. The Applicant(s) agrees and understands that if the Force Majeure condition continues for a considerably long period such that the performance of this Application/ SCO Plot Buyer's Agreement becomes unviable, then the Company alone in its own judgment and discretion may terminate the Application/Agreement and in such case the only liability of the Company shall be to refund the amount paid by the Applicant(s) without any interest or compensation whatsoever. The Applicant(s) agree that the Applicant(s) shall have no right or claim of any nature whatsoever and the Company shall be released and discharged of all its obligations and liabilities under this Allotment Application and/or Agreement.

G. Possession; Delay Compensation and Holding Charges.

1. Subject to Force Majeure circumstances, intervention of Statutory Authorities and Applicant(s) having timely complied with all its obligations, formalities or documentation, as prescribed by Company and not being in default under any part hereof and SCO Plot Buyer's Agreement, including but not limited to the timely payment of installments of the Total Sale Value and other charges as per the payment plan opted, stamp duty and registration charges, the Company proposes to offer possession of the SCO Plot to the Applicant(s) within a period of 36 (Thirty Six) months from the date of Application Form ("**Commitment Period**"). The Applicant(s) further agrees and understands that the Company shall additionally be entitled to a period of One Eighty (180) days ("**Grace Period**") after the expiry of the said Commitment Period for making an offer of possession of SCO Plot.
2. The Applicant(s) agree that the Company shall execute the Conveyance Deed and get it registered in favour of the Applicant(s) only after receipt of Total Sale Value, other charges/amounts and statutory dues including but not limited to any enhancements and fresh incidence of tax along with connected expenses like cost of stamp duty, registration fees/charges and other expenses of the Conveyance Deed which shall be borne and paid solely by the Applicant(s).
3. Subject to Force Majeure and the conditions contained hereinabove, if the Company fails to offer possession of the said SCO Plot to the Applicant(s) by the end of the Grace Period, it shall be liable to pay to the Applicant(s) compensation at the rate of Rs. 0.385/- (Three Eighty Five Paise only) per sq. ft. per month of the total buildable area over the SCO Plot ("**Delay Compensation**") for every month of delay until the Company makes offer of possession of the said SCO Plot to the Applicant(s). In the event the Applicant(s) has delayed in making payment of any of the installment as agreed herein, irrespective of the fact that the payment has been accepted along with interest by the Company, same shall constitute a material breach and will render the Applicant(s) ineligible to seek the Delay Compensation.

4. Notwithstanding any other provisions stated herein as well as in the SCO Plot Buyer's Agreement, the Applicant(s) agrees that if for any reason whatsoever he fails, ignores or neglects to take over the possession of the SCO Plot in accordance with the notice for offer of possession of the SCO Plot sent by the Company, the Applicant(s) shall be liable to pay charges at the rate of Rs. 0.385 (Three Eighty Five Paise only) per sq. ft. per month of the *total buildable area over the SCO Plot* ("**Holding Charges**") till the time Applicant(s) takes over the possession of the SCO Plot. The Holding Charges shall be a distinct charge in addition to the maintenance charges and not related to any other charges/consideration as provided in these Terms and Conditions and the SCO Plot Buyer's Agreement.

H. Withdrawal/Surrender; Transfer.

1. The Applicant(s) has fully understood and agrees that in case the Applicant(s) cancels, withdraws or surrenders his allotment, for any reason whatsoever at any point of time, then the Company at its sole discretion, shall be within its right to forfeit Earnest Money and Non- Refundable Amounts, paid by the Applicant(s). The Applicant(s) shall approach the Company for the refund, if any, and the Company shall refund the balance amount (i.e., the refundable amount left, after deducting the earnest money and non-refundable amounts and any other amounts due and payable by the Applicant(s), if any, to the Applicant(s) without any interest and compensation within (120) One Hundred Twenty Days from the date of sale of the SCO Plot by the Company to any third Party.
2. That the Applicant(s) understands and agrees that the Company shall not entertain any transfer / nomination / assignment request until Applicant(s) has paid atleast 30% of Total Sale Value to the Company. The transfer / nomination / assignment shall be allowed at the sole discretion of the Company which may grant or refuse permission, subject to the conditions/compliances (as provided below) as may be required to be fulfilled by the Applicant(s) as a pre-condition for such permission. It is hereby agreed that the Company shall not charge any transfer charges on the first transfer by the Applicant(s) to such transferee. However, the Company shall be entitled to levy such charges, as applicable from time to time, on the subsequent transfers by the transferee to their subsequent transferees. Any transfer amongst the family members by the Applicant(s) shall be treated as a transfer for the purposes of interpreting first transfer under this Application.
 - a. every application for substitution of the name of the nominee(s) of the Applicant(s) in its place shall be made in writing in the format prescribed by the Company,
 - b. execution of a fresh agreement with the Company and timely payment by the nominee(s) of the Applicant(s),
 - c. submitting of all requisite documents, payment of administrative charges as applicable for the time being in force as per policy of the Company,
 - d. furnishing all such affidavits, undertakings, indemnity bonds and other documents as may be deemed necessary by the Company for granting such permission,
 - e. the Applicant(s) and/or their nominees shall at all times be responsible for payment of all statutory dues, registration charges and taxes in relation to any transfer/nomination of SCO Plot,
 - f. In the event of nomination of any person as the nominee(s) of the Applicant(s), such person as nominee(s) shall abide by all the terms and conditions stipulated herein and the letter of allotment or any other document executed in this respect.

3. The Applicant(s) agrees and confirms that in case the Applicant(s) transfers his allotment of the said SCO Plot in the name of the nominee(s)/assignee(s)/transferee(s) in any manner whatsoever without the prior permission/approval of the Company, the same shall be treated as null and void and such transfer shall not be binding on the Company.
4. That the Applicant(s) understands that any transfer shall only be in the manner prescribed by the Company and as per the Company's procedure/policy, which the Company may change from time to time in its sole discretion. The Company shall be not be bound to recognize any agreement of sale, power of attorney or will regarding any such transfer/s if it is in conflict with applicable laws and policy.

I. Maintenance

1. That the Company shall nominate/appoint the maintenance service provider or any other agency or entity ("**Maintenance Agency**") in order to secure adequate maintenance services and upkeep of the common services, facilities and infrastructure in the Project/ Project, till such time, the same is taken over by the local authorities under the provisions of the relevant laws. The Applicant(s) hereby agrees and undertakes to execute the Maintenance Service Agreement ("**Maintenance Agreement**") in the standard format prescribed by the Maintenance Agency/Company, which is applicable to all the unit owners and the maintenance charges shall be elaborately described therein (the Applicant can visit the Company for the standard format of the Maintenance Agreement). Due execution of the Maintenance Agreement shall form a condition precedent to handing over the possession and/or conveyance of the said SCO Plot. Further, the Applicant(s) hereby undertakes, to deposit with the Company/Maintenance Agency, as per the Payment Plan, and to always keep deposited, Interest Free Maintenance Security Deposit (IFMS), 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 Agency from time to time. Refusal to execute the Maintenance Agreement by the Applicant(s) shall also entitle the Company to terminate the allotment and forfeit the Earnest Money and Non-Refundable Amounts.

J. Due Diligence:

1. The Applicant(s) has carried out the due diligence to its satisfaction relating to the right, title and interest of the Company with respect to the said Land and the said SCO Plot hereinafter going through ownership record(s), perusal of the layout plans, location plans, building design / Approved Drawings, inspection of site and other related matters to confirm the competence of the Company to convey the said SCO Plot. It is hereby understood and agreed that upon signing of this Application / SCO Plot Buyer's Agreement, the Applicant(s) is deemed to have completed all due diligence to its/her/his/their satisfaction. The Applicant(s) has relied solely on their/its own judgment and investigation while deciding to execute this Agreement, after giving careful consideration to all facts, terms and conditions contained herein and after having received independent expert advice. Further, the Applicant(s) confirms that he/she/it has not been influenced by any representation of the Company or any one on its behalf and no other oral or written representation or statement made by the Company shall be considered to be part of this Agreement.
2. That at present there is no subsisting notification, decision or order of the State Government or any other Government or local authority regarding acquisition or requisition or otherwise taking over of the area in which the SCO Plot is located. In case of any acquisition or requisition taking place hereafter, the same shall wholly be at the cost and risk of the Applicant(s), who shall still be bounded by the terms hereof, including those relating to payment of installments and shall not be entitled to claim refund of amounts paid by him/her. The Applicant(s) shall however be entitled to claim, without interest, proportionate share of compensation

received by the Company from the Government Authority in lieu of such acquisition or requisition. Further in case the Applicant(s) at the relevant time has not paid or discharged payment of any installment as stipulated hereof and/or demanded by the Company, then the installment thus due shall be adjusted from the amount of said compensation payable to him/her. Save as aforesaid, the Applicant(s) shall have no other right or claim against the Company.

3. That the Applicant(s) confirms that he/she has satisfied himself/herself about the Company's interest and title of the said Land. If, however, for any reason, whatsoever the license(s) to establish Project or any part of it granted to the Company hereinabove mentioned is/are cancelled by any Authority, then the Company shall be entitled to challenge its validity and efficacy before the appropriate courts, tribunals and/or authorities, and in such an event, during pendency of the proceedings and until their final determination by the highest court or Tribunal or Authority, the money(ies) paid by the Applicant(s) under this Agreement shall continue to remain with the Company, and the Applicant(s) shall not claim specific performance of the terms of this Agreement and this Agreement shall remain in abeyance until the cancellation order becoming final. If any compensation is paid by the Authorities, then the provision of above clause ibid shall apply.

K. Other Terms and Conditions.

1. **Authorization to Raise Finance/Loan:** The Applicant(s) hereby agrees that the Company shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of his respective SCO Plot or the receivables, if any, accruing or likely to accrue therefrom, subject to the SCO Plot being made free of any encumbrances at the time of execution of the conveyance/sale deed in favour of the Applicant(s) or his nominee. The Company/financial institution/bank shall always have the first lien/charge on the SCO Plot for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the development of the said Project.
2. **Loan Obligations:** The Applicant(s) have represented and warranted to the Company that the Applicant(s) is fully capable to make all the payments out of his own resources towards the purchase and maintenance of the SCO Plot as and when demanded by the Company / Maintenance Agency. The Applicant(s) understand and agree that he will apply for the Loan, if required, to any Bank/Financial institution at his sole discretion and responsibility and in accordance with the policy as formulated by the said Bank / Financial institution. In the event the Applicant(s) chooses to obtain finance from any Bank / Financial institution or any other source, it is clearly understood by the Applicant(s) that the Applicant(s) obligation to purchase the said SCO Plot and make timely payments of the installments and other amounts as per the Payment Plan opted shall not be contingent to the Applicant(s) ability or competency to obtain such financing/loan and the Applicant(s) will remain bound herein whether or not the Applicant(s) has been able to obtain financing/loan for the purchase of the said SCO Plot. The Applicant(s) agree and understand that it shall not be the responsibility or liability of the Company to make arrangements or facilitate in any manner whatsoever in the sanctioning and disbursement of said Loan to the Applicant(s).

The Applicant(s) undertakes to provide no objection certificate from the financial institution / bank from whom the Applicant(s) may have obtained the loan facility, prior to the execution and registration of the conveyance deed of the SCO Plot, to the Company and only on receipt of such no objection certificate from financial institution / bank, the Company shall execute and register the conveyance deed of the SCO Plot in favour of the Applicant(s).

3. **Indemnification:** The Applicant(s) hereby undertakes to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the

Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant(s). This is without prejudice to any to any other remedy provided herein and / or available in law.

4. **Up-keep Obligation:** That the Applicant(s) agrees and undertakes that he shall maintain the SCO Plot at his own cost and in a good habitable condition and shall not do or cause to be done anything in or around the SCO Plot which may be against the rules or bye-laws of the Municipal Corporation or any other Authority.
5. **Compliance with Laws:** It is made abundantly clear that in respect of all remittances related to acquisition/transfer of the SCO Plot it shall be the sole responsibility of non-resident/Person of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 (“**FEMA**”) or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India (“**RBI**”) or any other applicable law and provide the Company with such permissions, approvals, etc., which would enable the Company to fulfill its obligations under the present Application and SCO Plot Buyer's Agreement. Any refund, transfer of security, if provided in terms of the this Application and/or SCO Plot Buyer's Agreement, shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the RBI or any other applicable law. In the event of any failure on the Applicant's part to comply with the provisions of FEMA or statutory enactments or amendments thereof and the rules, regulations and guidelines issued by RBI or any other applicable law, the Applicant(s) shall be solely liable for any action that may be taken by the competent authorities in this regard, without any liability/responsibility on the Company and the Applicant(s) shall keep the Company fully indemnified for any harm or injury caused to it due to any reason whatsoever in this regard. Whenever there is a change in the residential status of the Applicant(s), subsequent to the signing of this Application, it shall be the sole responsibility of the Applicant(s) to intimate the same in writing to the Company immediately and comply with all the necessary formalities, if any, under the applicable laws.

The Applicant(s) is executing the present Application Form for the allotment of a SCO Plot with the full knowledge of all applicable laws and/or any statutory amendments thereof, regulations, notifications, circulars, government directives as applicable to the said Project including but not limited to Haryana Apartment Ownership Act, 1983 or any amendment thereof.

6. **Joint Applications:** In case there are joint Applicant(s) all communications shall be sent by the Company to the Applicant (s) whose name appears first and at the address given by the Applicant (s) which shall for all intents and purposes be considered as properly served on all the Applicants. However, the Joint Applicants agree that they shall remain jointly and severally liable to the Company for their entire obligations.
7. **Notices:** The Applicant(s) shall inform the Company in writing of any change in the mailing / email address mentioned hereinabove either by registered post or by way of an email addressed to customercare@bptp.com along with address proof of the new address, failing which all demands, letters, notices etc., by the Company shall be sent to the correspondence address and/or email address given in the Application/Agreement and shall be deemed to have been received by the Applicant(s).

Any notice sent to the Party to whom it is addressed shall be sent on the address as provided herein or on its last recorded address with the other party and the same shall be deemed to have been delivered (i) if given or sent by the Speed Post /registered post 5 calendar days after posting; (ii) if given by personal delivery at the time of delivery; (ii) if given or made by fax, upon receipt of a transmission report confirming dispatch, (iv) if sent by e-mail, at the time of confirmation of transmission recorded on the sender's computer.

8. Reservation of Rights by Company:

- a. It is specifically understood by the Applicant(s) that this Application is purely on a tentative basis and the Company, at its sole discretion, may decide not to allot any or all SCO Plots/SCO Plots to anybody or altogether decide to put at abeyance, the Project itself for which the Applicant(s) shall not raise any dispute or claim any right, title or interest on the acceptance of the Application and receipt of initial token/booking money being received by the Company with the Application from. In such case, the Applicant(s) shall be entitled to refund of the entire amount without any interest. Further, the provisional and/or final allotment of the SCO Plot is entirely at the discretion of the Company and the Company has a right to reject any allotment without assigning any reasons whatsoever.
- b. The Company reserves the right to transfer ownership of the Project in whole or in parts to any other entity such as a partnership firm, body corporate, whether incorporated or not, association or agency, by way of sale/disposal or any other arrangement whatsoever, as may be determined by the Company in its sole discretion and the Applicant(s) undertakes not to raise any objection in this regard. However, the rights of the Applicant(s) vis-a-vis the SCO Plot will not be affected in any manner whatsoever.
- c. Neither the forbearance, failure nor any delay by the Company in exercising any right, power, or privilege under terms and conditions of this Application and the SCO Plot Buyer's Agreement and/or any communications or reminders to the Applicant(s) and/or exercise of any single or individual remedy/ies where multiple remedies are available to the Company shall operate as acquiescence, condonation or waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege available to the Company contractually or under law. No such waiver will be deemed, or will constitute, a continuing waiver unless otherwise expressly so provided.

9. Information and Authorization: The Applicant(s) should correctly mention his/her Permanent Account Number ("PAN") in the Application form. However, if the same is not provided then the Application may be summarily rejected. The Application form should be signed by the Applicant(s), or his/her Registered Power of Attorney holder, who want(s) to purchase the SCO Plot in the Project. Similarly, in the case of Company applying for the SCO Plot, execution should be through an authorized person enclosing an authority letter/board resolution.

10. Payment Terms: No Third Party Rights: The Company shall accept all payments from the Applicant(s), unless specified otherwise in writing by the Company, by way of demand draft/ A/c Payee cheque payable at par at Delhi only or by way of an electronic transfer in favour of "BPTP Limited" or in favour of such subsidiary / associate company as may be advised by the Company. All payments shall be subject to their actual realization in the aforesaid account. In case of payment through cheque the date of realization of the cheque shall be deemed to be date of payment of the installment and in case of payment through NEFT/RTGS the date of credit in the aforesaid account shall be deemed to be the date of payment of an installment. Further, the Company may, on specific request from the Applicant(s), chose to accept payments / remittances from a third party provided that the Company shall not be responsible towards such third Party in any manner whatsoever and such third party shall have no right whatsoever in the application/allotment of the said SCO Plot applied for. The Company shall issue receipts for payment in favor of the Applicant(s) only. The Applicant understands, acknowledges and confirms that he/she is liable to deduct an amount equivalent to 1% of the payments made or at such other rates, as may be prescribed by the Income Tax Authorities ("TDS") on the properties with a total value of more than or equal to Rs. 50,00,000/- (Rupees Fifty Lakhs only) and deposit the said TDS online with Income Tax Authorities. Further, the Applicant hereby undertakes to duly submit with the Company such certificate within 15 days of remitting TDS with Income Tax Certificates.

11. **No Payment Request Obligation:** In respect of time-linked payment obligations and owing to the nature of such payments being linked solely to specified time, the Applicant(s) understands that the Company is not required to send reminders/notices to the Applicant(s) for making payments of the installments/amounts due from the Applicant(s) as set out in this Application and/or the SCO Plot Buyer's Agreement and the Applicant(s) is responsible for complying with all its obligations on its own. Accordingly, all rights, privileges and duties and obligations to the Company will be governed in accordance with these Terms and Conditions and the SCO Plot Buyer's Agreement and the courtesy of the Company in serving reminders upon the Applicant(s) does not provide the Applicant(s) any independent cause of action or rights and privileges. The Applicant(s) agrees that he shall continue to make the payments of the amounts due from him/her as per the payment schedule set out in this Application and/or the SCO Plot Buyer's Agreement.

12. **Alterations/Amendments:** The Company shall not be bound by any hand written annotations or any other amendments/alterations/modifications other than what is in a final printed version. In the event any Application is received with any hand written annotations or any other amendments/alterations/modifications made by the Applicant(s), such Application shall immediately stand cancelled and the processing fee of Rs. 25000/- and service tax deposited to government, if any, will be forfeited. However, the Company may, in its sole discretion, choose to send new Application Form to the Applicant(s) and the processing fee in such an event shall become due and payable again by the Applicant(s).

13. **Interpretation:** That for all intents and purposes and for the purpose of the Terms and Conditions set out herein, singular includes plural and masculine includes the feminine gender.

14. **Disputes:** All or any disputes arising from or out of or touching upon or in relation to the terms of this Application form including its termination, interpretation and validity of the terms thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, or any statutory amendments, modifications or re- enactment thereof for the time being in force. A sole arbitrator, nominated by the Company, shall hold the arbitration proceedings in New Delhi. The arbitration proceedings shall be held in English language and decision of the Arbitrator including but not limited to costs of the proceedings/award shall be final and binding on the parties. Subject to arbitration clause, the Courts at Faridabad alone shall have the jurisdiction in all matters arising out of/touching upon and/or concerning this Application and/or SCO Plot Buyers Agreement regardless of the place of execution of this Application.

I/We have fully read and understood the Terms and Conditions and agree to abide by the same. I/We have sought all clarifications that I/we required with respect to the terms, conditions and representations made by the Company and the Company has readily provided the same to me/us. I/We have now signed and paid all monies herein after being fully aware of all my/our liabilities and obligations.

Date: / /

Place:

First Applicant

Second Applicant

Third Applicant

ANNEXURE A

PAYMENT PLAN

Payment Plan

Payment Plan A - Down Payment Plan with 5% Rebate on 90% of BSP

At the time of booking	10% of BSP
Within 45 Days of booking	75% of BSP + 100% of Allied Charges
Within 90 days or on offer of possession which ever is later	15% of the BSP + Stamp Duty / Other Government charges as applicable + Maintenance Deposit.

Payment Plan B - Time Linked Installment Plan (1 Year Plan)

At the time of booking	10% of BSP
Within 90 Days of booking	25% of BSP
Within 180 Days of booking	25% of BSP + 50% of Allied Charges
Within 270 Days of booking	25% of BSP + 50% of Allied Charges
At the time of possession / Within 360 Days of booking	15% of BSP + Stamp Duty / other government charges as applicable + Maintenance Deposit.

Documents to be submitted along with the Application form

Mandatory to affix Photographs in designated areas in the Application form towards all mentioned below categories.

Resident of India:

- Copy of PAN Card.
- Photographs in all cases.

Partnership Firm:

- Copy of PAN card of the partnership firm.
- Copy of partnership deed.
- In case of one of the partners has signed the documents, an authority letter from the other partners authorizing the said person to act on behalf of the firm.

Private Limited & Limited Company:

- Copy of PAN card of the company.
- Articles of Association ("AOA") & Memorandum of Association ("MOA") duly signed by the Company Secretary of the Company
- Board resolution authorizing the signatory of the Application form to buy property on behalf of the company.

Hindu Undivided Family (HUF):

- Copy of PAN card of HUF.
- Authority letter from all co-parcener's of HUF authorizing the Karta to act on behalf of HUF.

NRI/Person of Indian Origin:

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