

BPTP LIMITED
Application for Allotment by Sale of Residential Flat in
"Freedom Park Life", Group Housing Project
Sector 57, Gurgaon (Haryana)

BPTP Ltd.

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 Freedom Park Life, Group Housing Complex, 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 issuance of the allotment letter by the Company allotting the Flat in the said Group Housing Project 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/affidavit including standard Flat Buyer's Agreement, the formats of which shall be supplied by the Company, within stipulated time and/or fifteen (15) days from the date of offer of allotment by the Company, then this application may 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 Group Housing Complex and shall make the allotment in due process 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 earnest money as laid down hereinafter and the execution of the necessary documents/affidavit including standard Flat Buyer's Agreement.

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

DOWN PAYMENT PLAN	
Booking Amount	10% of BSP
Within 45 days of Booking	Complete 95% of BSP + 100% Add. Charges
At the time of offer for Possession	5% of BSP+IBMS+PBIC+ECC+Registration Charges+Stamp Duty
#- Add. Charges includes PLC+DC+CPC+Club Membership Charges	
<p>**Development Charges" or "DC" shall mean the amount charged by the Company from the Applicant(s), as on the date of making the application, towards carrying out the development works inside or around the Group Housing Colony, including but not limited to the payment of the following:</p> <p>a.</p> <ol style="list-style-type: none"> 1. External Development Charges (EDC) and Infrastructure Development Charges (IDC) as presently conveyed and/or demanded by the HUDA, DTCP or the Government of Haryana with respect to LOI No.5 DP-(III)- 2004/17010 dated 30-11-2004, 2. Any interest paid and/or payable thereon to the concerned authorities, <p>b.</p> <ol style="list-style-type: none"> 1. Infrastructure Augmentation Charge (IAC) as presently conveyed and/or demanded by the HUDA, DTCP or the Government of Haryana with respect to LOI No.5 DP-(III)- 2004/17010 dated 30-11-2004, 2. Any interest paid and/or payable thereon to the concerned authorities, <p>c. The cost of such other development works as may be undertaken by the Company within or around the Group Housing Colony that are not charged specifically elsewhere.</p> <p>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)%,</p>	

5	<p>PAYMENT PLAN: DOWN PAYMENT PLAN [] / CONSTRUCTION LINKED PAYMENT PLAN []</p> <p>Note:- All payments shall be made by the Applicant(s)/ only by way of demand draft/bankers cheque/MICR cheque payable at par at Delhi only or by way of an electronic transfer in favour of “M/s BPTP Limited”. 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 an installment by the Applicant(s).</p>
6	<p>Sales Organiser's Name & Address:</p>
7	<p>DECLARATION: 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 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. _____

Super Area: _____sq.ft. (approx) _____sq. mtr.(approx.)

2. Basic Sale Price: Rs. _____/- per sq. ft.(_____ per sq. mtr.) Super area

Preferential location Charges,

if applicable :

: @ Rs. _____per sq. ft. super area of the Flat area

Note: All the payments towards Development Charges, Preferential Location Charges (for superior location, park facing, commercial facing, corner Flat, club facing, etc.), Club Membership Charges, Interest Free Maintenance Security Deposit, Maintenance Charges, , Recurring Contingency Deposit Charges and other statutory charges or fresh incidence of tax if any shall be payable by the applicant as and when demanded by the Company or its designated maintenance agency for the said Group Housing Complex.

3. Stamp duty and registration charges etc. shall be **extra** at actuals and to be borne by the applicant.

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. BOOKING: DIRECT / THROUGH SALES ORGANISER

8. Remarks:

Date:_____

Place:_____

Sr. Manager/VP- MARKETING

Cleared by Stock on _____

Signature

INDICATIVE TERMS AND CONDITIONS
FORMING A PART OF THIS APPLICATION FOR
ALLOTMENT OF A RESIDENTIAL FLAT IN
“Freedom Park Life”, Group Housing Project,
Sector 57, 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 residential Flat with full knowledge of all the laws/notifications and rules applicable to this area in general and this Residential Group Housing Complex in particular which have been explained by the Company and 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 marketing the said Flat and right and title of the Company in the land on which the said Flats are being developed and 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 and the Maintenance Agreement either with the Company or its nominated agency, within 15 days from the date of letter of allotment to be 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 and Maintenance Agreement.
4. The Applicant(s) shall make the payment of basic sale price, Development Charges, Preferential Location Charges (for superior location, park facing, commercial facing, corner Flat, club facing, etc.), , VAT, Maintenance Charges, IFMS, ECC, PBIC & Security Deposits and all other charges as may be communicated from time to time. The Applicant(s) shall be further liable to pay any additional fees, cesses, charges etc. in the nature of 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.
5. 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.
6. The Applicant(s) shall be liable to make the payments on super are of the flat in case the Company enriches the specification of Flat including internal services over the norms specified by the competent authority in this regard, then the Company shall be entitled to recover the same from the Applicant(s) as additional costs.
7. 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 the Security Deposit and the 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.

8. 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.
9. The Applicant(s) shall also be liable to make the payment if applicable 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.
10. 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.
11. The Company is in the process of developing the said Group Housing Project 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 area of the said Flat, revised price shall proportionally be determined by the Company on the basis of the original rate.

12. (a)(i) 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 demanded by the Company is delayed on any account whatsoever or partial payment of the installment is made, then the Applicant(s) shall pay interest on the amount due @ 18% p.a. compounded quarterly. However, if the Applicant(s) fails to make the complete payment of any of the installments with interest within three (3) months from the due date of the outstanding amount, the Company may at its sole discretion forfeit the amount of Earnest Money, interest accrued (whether paid or not) on all delayed payments till the date of termination and any other amount of a non-refundable nature including brokerage charges paid by the Company to the broker in case the booking is done through a broker 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.

(a)(ii) The company shall also be entitled to terminate/cancel the allotment in the event of default of any of the terms and conditions of this application / agreement.

(b) In the event the Applicant delays in making payment of any installment as agreed herein, irrespective of the fact that such delay has been condoned and payment is accepted along with interest by the Company, the Applicant(s) agrees to forego his entitlement of seeking the compensation amount from the Company for any delay in offering the possession of the Flat to the Applicant(s), as stated in Clause 14.

13. Subject to Force Majeure, as defined herein in Clause 30 and further subject to the Applicant(s) having complied with all its obligations under the terms and conditions of this Agreement and the Applicant(s) not being in default under any part of this Agreement including but not limited to the timely payment of each and every installment of the total sale consideration including DC, Stamp duty and other charges and also subject to the Applicant(s) having complied with all formalities or documentation as prescribed by the Company, the Company proposes to hand over the physical possession of the said unit to the Applicant(s) within a period of 3 months from the date of booking subject to payment of complete sale consideration and other charges as mentioned herein and after executing all the necessary documents as required by the Company/Statutory Authorities, (**"Commitment period"**). The Applicant(s) further agrees and understands that the company shall additionally be entitled to a period of 90 days (**"Grace Period"**) after the expiry of the said Commitment Period for any unforeseen circumstances which may arise. Notwithstanding any other provisions of this Agreement, the Applicant(s) agrees that if it fails, ignores or neglects to take over the possession of the Flat in accordance with the notice of handing over the physical possession of the Flat sent by the Company, the Applicant(s) shall also be liable to pay charges @ Rs. 5/- per sq. ft. per month on the super area of the said Flat (**"Holding Charges"**). 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 the agreement.

14. Subject to the conditions contained above, if the company fails to offer the possession of the said Flat to the Applicant(s) within the stipulated period it shall be liable to pay to the Applicant(s) the compensation calculated at the rate of Rs 5/- per sq. ft. of the super area (**"Delay Compensation"**) for every month of delay until the actual date fixed by the company to hand over the possession of the said apartment to the Applicant(s). The Applicant(s) shall not be entitled to any other Compensation for Direct or Indirect Losses, Interest etc. for delay in handing over the possession by the Company.

15. 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 after deduction of any interest amount, due or payable, and any other amount of a non-refundable nature including brokerage charges paid by the Company to the broker in case the booking is done through a broker within (120) One Hundred Twenty Days from the date of full realization of the sale price after the sale of the Flat by the company to any third Party applicable, without any interest and compensation whatsoever.
16. 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 be first adjusted towards interest accrued on earlier unpaid outstanding amount, if any, and only thereafter the balance payment shall be adjusted towards the outstanding amounts.
17. That the transfer of residential Flats wherein either the full payment has already been made or agreed schedule of payment of installments is over shall be allowed only through execution of Conveyance Deed/Sale Deed and the Company will charge an administrative fee as maybe decided by it for effecting changes/entries in its records.

In all other cases wherein full payment of the Flat has not been made/schedule of payment of installments is not yet over, transfer charges shall be levied as decided by the Company and the transfer will be effected in the manner and as per procedure formulated in this regard by the Company. In all such cases of transfer, the prior permission/approval of the Company is mandatory. The Applicant(s) further agrees and confirms that in case the Applicant (s) transfers his allotment of the said Flat 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.
18. 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 to possession issued by the Company subject to terms and conditions of the Flat Buyer's Agreement.
19. 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.
20. The Applicant(s) shall get his/her/its complete address registered with the Company and it shall be his/her/its responsibility to keep the Company informed by registered A/D letter of the change of address, failing which all demands will be deemed to have been received by the Applicant(s) or served upon the Applicant(s) at the time when those would ordinarily reach such address. The Applicant(s) will be fully liable for any default in payment and/or other consequences that might accrue therefrom. That it is hereby clarified that in case of joint Purchaser(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.

21. The provisional and/or final allotment of the Flat is entirely at the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons thereof.
22. That the allotment letter issued by the Company allotting the Flat in the said Group Housing Project 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 by the Company, then this application may be treated as cancelled only at the sole discretion of the Company. 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.
23. 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, Freedom Park Life at Sector- 57, 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
24. 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.
25. The Applicant(s) agree 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 of any encumbrances at the time of execution of Sale Deed. The Company/financial institution/bank shall always have the first lien/charge on the said Flat for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the construction.
26. 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.
27. 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.

28. 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.
29. The Applicant(s) understand 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 in the said Building/Complex to anybody or altogether decide to put at abeyance the project itself, for which the Applicant(s) shall not have a right to raise any dispute and 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.
30. The Applicant(s) agree that in case the Company is unable to deliver the said Flat and/or allot parking space(s) 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 the said Flat/Building 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.
31. The Applicant(s) agree that the Company shall have the right to transfer ownership of the said 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.
32. That the Applicant(s) understands and agrees that on becoming a member of the association of apartment owners of the Colony, as may be formed in future, the allottee / applicant herein or any of its nominee(s) or assignee(s) shall grant an absolute, un-conditional and irrevocable right of first refusal to the company for undertaking any redevelopment of the Colony, as may be decided by such association of apartment owners at any time in future.
33. The Company and/or its Associate Company reserves the right to alter any terms and conditions/clause of the Project at its discretion as and when considered necessary.
34. 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 total sale consideration and other applicable charges/dues and only upon registration of the Conveyance/Sale deed in his favour.

35. Subject to any revision of the constituents of the DC or levy of an additional charge by any government or statutory authority, the DC mentioned at the time of booking is final and will not be enhanced by the Company. Any such revision or levy of charge(s) will be communicated to the Applicant(s) / Allottee(s) and the Applicant has agreed that the Applicant shall make the payment of such revision or levy within the given period of such demand made by the Company, without any demur or protest.
36. That 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. The Applicant(s) understands and agrees that his liabilities to pay the installments and other amount and charges due and payable to the Company shall continue irrespective and notwithstanding the eventuality that 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.
37. 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.
38. The Applicant 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 Project. Similarly, in the case of Company applying for the Flat(s), should sign through authorised personnel enclosing an authority letter/board resolution.
39. 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.
40. 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 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:

x

Place:

SIGNATURE OF THE APPLICANT(S)