



— C H A T E A U —  
A M S T O R I A

**APPLICATION FORM**

NAME \_\_\_\_\_

\_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_



— C H A T E A U —  
AMSTORIA

**BPTP LIMITED**

**Application for the provisional allotment of Unit i.e Semi-Finished Villa in “Amstoria, Gurgaon”, Haryana.**

Application No.....

Dated.....

**BPTP Ltd.**

**M-11, Middle Circle,**

**Connaught Circus,**

**New Delhi-110001**

Dear Sirs,

I wish to register my interest for the provisional allotment of a unit i.e. “**Semi-Finished Villa**” tentatively admeasuring \_\_\_\_\_ sq.ft. (\_\_\_\_\_sq. mtrs.) built up area in your forthcoming Township project viz. “**Amstoria ,Gurgaon,**” Haryana under your Down Payment [  ] Construction Linked Payment Plan [  ] Scheme.

I herewith tender a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) by Bank Draft/Cheque dated .....as booking amount, the details of which are mentioned in the Schedule attached hereto.

I understand and agree that this application is a mere request for allotment and the same does not constitute or create any right, title or interest whatsoever in my favour in respect of the Semi-Finished Villa 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 a Semi-Finished Villa is allotted to me, I agree to pay all installments and all other dues, charges and taxes including any fresh incidence of tax in terms of the Payment Plan, as stipulated in this application or as may be demanded by the Company in future.

I understand and agree that the allotment shall become final only after I sign and execute the necessary documents/affidavit including the Company’s Standard Villa Buyer's Agreement and unequivocally agreeing to abide by the terms and conditions laid down therein. I confirm and undertake that upon acceptance of my payment by the company and allotment of the Semi-Finished Villa, I shall be bound to purchase the same and will execute all the necessary documents, affidavits, including Standard Villa Buyer's Agreement as stated herein. If, however, I fail to execute the necessary documents/Affidavits including Standard Villa Buyer's Agreement within the stipulated time from the date of offer of allotment by the Company, then this Application shall be treated as cancelled only at the sole discretion of the Company. I am making this application with the full knowledge that the Company along with its associate companies are in the process of developing the said township and shall make the allotment of Semi-Finished Villa in due course of time, subject to availability.

I hereby understand that my eligibility to avail Subvention Scheme, if offered, for payments, shall be decided by the Bank/Financial Institution in their sole discretion and in accordance with their own policy.

I further agree and understand that, upon Bank/Financial institutions granting loan/finance under the Subvention Scheme, launched by them and if the same is availed by me, I shall not be eligible for any rebate/discount, including Timely Payment Discount, if offered by the Company.

I agree and undertake to abide by the terms and conditions of this application including those relating to payment of sale price and other charges, forfeiture of the earnest money and deduction of any interest amount, due or payable, and/or any other amount of non-refundable nature, as laid down hereinafter.

# The 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.

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

<p><b>1 SOLE OR FIRST APPLICANT(S)</b></p> <p>*Mr./Mrs./Ms. _____</p> <p>*S/W/D/o _____</p> <p>*Nationality _____</p> <p>*Age ____ years, Profession _____ Service _____</p> <p>Residential Status:</p> <p>*Resident/NRI/PIO _____</p> <p>*Income Tax Permanent Account No. _____</p> <p>Ward/Circle/Special range and place where assessed to income tax _____</p> <p>*Mailing Address: _____</p> <p>_____</p> <p>_____</p> <p>_____ PIN _____</p> <p>*Tel No. _____ Fax No. _____</p> <p>*Office Name &amp; Address _____</p> <p>_____</p> <p>_____</p> <p>_____ PIN _____</p> <p>*Tel.Nos. _____</p> <p>*E-mail ID: _____ Mobile : _____</p>	<p>Please affix your photographs here</p>
<p><b>2 SECOND APPLICANT(S)</b></p> <p>*Mr./Mrs./Ms. _____</p> <p>*S/W/D/o _____</p> <p>*Nationality _____</p> <p>*Age ____ years, Profession _____ Service _____</p> <p>Residential Status:</p> <p>*Resident/ NRI /PIO _____</p>	<p>Please affix your photographs here</p>

\*Income Tax Permanent Account No. \_\_\_\_\_

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

\*Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ PIN \_\_\_\_\_

\*Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_

\*Office Name & Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ PIN \_\_\_\_\_

\*Tel.Nos. \_\_\_\_\_

\*E-mail ID: \_\_\_\_\_ Mobile : \_\_\_\_\_

**3 THIRD APPLICANT(S)**

\*Mr./Mrs./Ms. \_\_\_\_\_

\*S/W/D/o \_\_\_\_\_

\*Nationality \_\_\_\_\_

\*Age \_\_\_\_ years, Profession \_\_\_\_\_ Service \_\_\_\_\_

Residential Status:

\*Resident/NRI/PIO \_\_\_\_\_

\*Income Tax Permanent Account No. \_\_\_\_\_

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

\*Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ PIN \_\_\_\_\_

\*Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_

\*Office Name & Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please affix  
your  
photographs  
here

\_\_\_\_\_

\_\_\_\_\_ PIN \_\_\_\_\_

\*Tel.Nos. \_\_\_\_\_

\*E-mail ID: \_\_\_\_\_ Mobile : \_\_\_\_\_

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

<b><u>Time/ Construction Linked Payment Plan</u></b>		
		<b>Allied Charges</b>
Booking Amount	5% of BSP	
Within 45 days of booking	5% of BSP	
Within 90 days of booking	5% of BSP	
Within 135 days of booking	7.5% of BSP	25% of DC
Within 180 days of booking	7.5% of BSP	25% of DC
Within 240 days of booking or On start of earth work*	7.5% of BSP	25% of DC
Within 300 days of booking or On start of raft/ foundation*	7.5% of BSP	25% of DC
Within 1 year of booking or On casting of basement roof slab*	7.5% of BSP	25% of PLC
Within 1 year 60 days of booking or On casting of ground floor roof slab*	7.5% of BSP	25% of PLC
Within 1 year 120 days of booking or On casting of first floor roof slab*	5% of BSP	25% of PLC
Within 1 year 180 days of booking or On casting of second floor roof slab*	5% of BSP	25% of PLC
Within 1 year 240 days of booking or on start of brick work*	5% of BSP	Club Membership
Within 1 year 300 days of booking or on start of external plaster*	5% of BSP	
Within 2 year of booking or on start of services/ electrical/ plumbing work*	5% of BSP	
Within 2 year 60 days of booking or on start of external finishing*	5% of BSP	
Within 2 year 180 days of booking or on application of occupancy certificate*	5% of BSP	
On offer of possession	5% of BSP	IFMS + PBIC + Stamp Duty + Registration charges & Administrative Charges
*whichever is later		

<b><u>Self Funding Payment Plan</u></b>		
		<b>Allied Charges</b>
Booking Amount	35% of BSP	
Within 365 days of booking	15% of BSP	100% of Allied Charges
On offer of possession	50% of BSP	IFMS + PBIC + Stamp Duty + Registration charges & Administrative Charges

<b>Down Payment Plan (with 10% rebate)</b>		
		<b>Allied Charges</b>
Booking Amount	10% of BSP	
Within 90 days of booking	80% of BSP	100% of Allied Charges
On offer of possession	10% of BSP	IFMS + PBIC + Stamp Duty + Registration charges & Administrative Charges

#### **Subvention Plan**

<b>Booking Amount</b>	<b>10 % of BSP</b>
	To Complete 20 % of COP* (From the Customer)
<b>Within 45 days of Booking</b>	30% of COP* (From the Bank)
<b>Within 12 months of Booking</b>	30% of COP* (From the Bank)
<b>Within 24 months of Booking</b>	15% of COP* (From the Bank)
<b>On offer of Possession</b>	5% of COP* + Club Membership + PBIC +IFMS + Stamp Duty + Registration Charges & Administrative Charges (From the Customer)

\*COP Includes Basic Sales Price, Development Charges, Car Parking Charges and PLC if applicable.

**Note:**

Eligibility to avail subvention scheme, for payments, shall be decided by the Bank/Financial Institution in their sole discretion IN ACCORDANCE WITH THEIR OWN POLICY.

Under subvention scheme, Interest on Bank loan till November, 2014 will be borne by the company.

Customer shall not be eligible for any rebate/discount, including Timely Payment Discount, offered by the Seller/Confirming Party under the subvention scheme launched by Bank/Financial institutions granting loan/finance.

Service tax as applicable.

Type \_\_\_\_\_

Built Up Area \_\_\_\_\_ Sq. ft. \_\_\_\_\_ Sq. Mtrs. (approx.)

A. Basic Sale Price Rs: \_\_\_\_\_

B. Preferential location Charges, if applicable :

i) @ Rs. \_\_\_\_\_ lump sum for \_\_\_\_\_

ii) @ Rs. \_\_\_\_\_ lump sum for \_\_\_\_\_

iii) @ Rs. \_\_\_\_\_ lump sum for \_\_\_\_\_

Total price payable for PLC: \_\_\_\_\_

\* C. Development Charges (DC) Rs. \_\_\_\_\_ per sq. Yd. Plot Area.

E. Club Membership Charges...../- per family

F. PBIC ...../- per KVA

G. Any other Charges : Rs. \_\_\_\_\_/-

\*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 Residential Plotted Colony, including but not limited to the payment of the following:

- a.
  - i. 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 – V – 2010/LC-2330/8851 dated 19/07/2010,
  - ii. Any interest paid and/or payable thereon to the concerned authorities,
- b.
  - i. 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 – V – 2010/LC-2330/8851 dated 19/07/2010,
  - ii. Any interest paid and/or payable thereon to the concerned authorities,
- c. The cost of such other development works as may be undertaken by the Company within or around the Residential Plotted Colony 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)%,

5 PAYMENT PLAN: DOWN PAYMENT PLAN [ ], TIME/ CONSTRUCTION LINKED PAYMENT PLAN [ ], SUBVENTION PLAN [ ], SELF FUNDING PAYMENT PLAN [ ]

Note:-

Payments to be made 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).
6	Sales Organiser's Name & Address:  : _____
7	<b>DECLARATION:</b>  I the applicant(s) do hereby declare that my application for allotment of a Semi-Finished Villa with the Company is irrevocable and that the above particulars / information given by me 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 and further undertake to abide by the same.

**Date**

**Yours faithfully,**

**Place:**

**x**

**Signature of Applicant(s)**

**FOR OFFICE USE ONLY**

RECEIVING OFFICER: Name \_\_\_\_\_ Signature \_\_\_\_\_ date \_\_\_\_\_:

1. ACCEPTED / REJECTED

Villa No. \_\_\_\_\_, Block No. \_\_\_\_\_ Villa \_\_\_\_\_

Built Up Area: \_\_\_\_\_ sq.ft. (approx) \_\_\_\_\_ sq. mtr.(approx. )

2. Basic Sale Price (BSP):Rs \_\_\_\_\_.

Preferential location Charges,

if applicable :Rs. \_\_\_\_\_ Lump sum

Note: All the payments towards Development Charges, Preferential Location charges (for superior location), Maintenance Charges, Service Tax and any other statutory charges or any fresh incidence of tax, if any, shall be payable by the Applicant(s) as and when demanded by the Company or its designated maintenance agency for the said Housing Complex.

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

4. PAYMENT PLAN: Down Payment [ ], Time/ Construction Linked Plan [ ], SUBVENTION PLAN [ ], SELF FUNDING PAYMENT PLAN [ ]

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

6. Provisional booking receipt no. \_\_\_\_\_ dated \_\_\_\_\_

7. Remarks:

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Cleared by Stock on \_\_\_\_\_

Authorized Signatory

Signature

**BROAD TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF SEMI-FINISHED RESIDENTIAL VILLA IN BPTP LTD'S (THE COMPANY) 'AMSOTIRA TOWNSHIP' (PROJECT), GURGAON, HARYANA**

- (1) The terms and conditions given below are only indicative to acquaint the Applicant with the terms and conditions as will be comprehensively set out in the Standard Villa Buyer's Agreement.
- (2) The Applicant has made this application for provisional allotment of a Semi-Finished Residential Villa (hereinafter referred to as the "Villa") 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, which have been explained by the Company and understood by him/her.
- (3) The Applicant(s) shall execute the Standard Villa Buyer's Agreement with the Company, within 15 days from the date of communication as and when issued by the Company along with the affidavits, declarations and undertakings contained therein and compliance of the terms and conditions of the Standard Villa Buyer's Agreement
- (4) The Applicant(s) acknowledges that he has inspected the relevant documents/papers and is fully satisfied with the right and interest of the Company in the land, on which the Project is being developed and has understood all limitations and obligations in respect thereof. The Applicant(s) states and undertakes not to raise objections with respect to the Company's title/interest in the land.
- (5) The Applicant(s) shall pay the price of the Villa and other charges calculated by the Company on the basis of the Built up area, which shall be the sum of covered area of each Villa (including Varandas and Balconies), basement area and staircases, liftshafts, elevation features, overhead water tanks, underground water tanks, rainwater harvesting pits, and pro-rated share in the common areas and walk ways in the proposed Project and proportionate share of the other common facilities. The calculation of the Built Up area of the Villa shall be more clearly defined in the Buyer's Agreement. In addition, though not forming a part of the computation of Built Up area for which price is charged, the Applicant shall be entitled to ownership of undivided proportionate share of the land beneath the building/tower in which the Villa is located. 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 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.
- (6) The Applicant(s) agrees and undertakes to make payment of Basic Sale Price, Development Charges, Preferential Location Charges (for superior location, Villa etc.), IFMS, ECC, FFC, PBIC, Club Membership Charges, Service Tax, VAT, Maintenance Charges, and all other charges as may be communicated from time to time. The Applicant(s) further agrees and undertakes to pay any enhanced External Development Charges (EDC) and Infrastructure Development Charges (IDC), 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.
- (7) 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 land beneath the building in which the Villa is located and that 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 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 Villa and

this undertaking shall survive throughout the occupancy of the Villa by the Applicant, his/her legal representatives, successors, administrators, executors, assigns etc.

- (8) The Applicant understands and agrees that the allotment of Villa shall be made at the sole discretion of the Company. Some Villa(s) in the Project attract preferential location charges as specified in the Schedule of Payment. The Applicant agrees and undertakes to pay the Preferential Location Charges without any demur or protest, should a Villa inviting such charges be allotted to him / her.
- (9) The Applicant(s) understands and agrees that the computation of the total consideration of the Villa does not include any recovery or payments towards land, development, running and operation of common amenities and facilities like convenience store or any other conveniences, community buildings/sites, other recreational and sporting activities, if any, as well as recovery of payment towards maintenance charges of any kind by the Company from the Applicant(s) in any manner. Further, the Applicant fully understands that the Company is free to deal with community buildings/sites in any manner as the Company may deem fit. As regards payment of maintenance charges, the Applicant(s) shall enter into a separate maintenance agreement with an agency designated by the Company or association of Villa Allottee(s), as the case may be, and shall make payment of such maintenance charges from the date of occupation certificate with respect to the Building.
- (10) The Company may develop a community centre/recreational facilities for recreational purposes in the Project. The right of usage of community centre/recreational facilities, shall be limited to the Applicant(s) (and the occupants of the Project claiming under them) and their dependants within the Project complex only and is subject to the fulfilment 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 centre/recreational facilities and upon intimation of the formalities to be complied, the Applicant(s) undertakes to fulfill/comply with the same.
- (11) The Applicant shall bear and pay directly, or if paid by the Company, then reimburse to the Company, on demand, Government rates, taxes, cesses, charges, Service Tax, VAT, wealth tax, taxes of all and any kind by whatever name called, levy of proportionate development charges with regard to state/national highways, transport, irrigation facilities and power facilities etc, whether levied or leviable now or in future, on the Project (in proportion to the Built Up area of the Villa), as the case may be, as assessable/applicable from the date of application of the Applicant(s). If such charges are increased (including with retrospective effect) after the conveyance/sale deed has been executed, then these charges shall be treated as unpaid sale price of the Villa and the Company shall have lien on the Villa of the Applicant(s) for the recovery of such charges.
- (12) 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.
- (13) The total consideration mentioned in this application does not include the cost of electric fixtures, electric and water meter etc., which shall be installed by the Applicant(s) at his/her own cost.
- (14) (a) That the 25% of the total sale consideration of the Villa shall be 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 Villa and the Company shall have the right to sell the said Villa 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 Villa to the Applicant(s), as stated in Clause 19.

- (15) The Applicant(s) has seen and accepted the proposed building plans, designs, proposed specifications, location of the apartments/buildings/ Villa plans all of which have been duly finalized by the architects and consultants of the Company but are liable to be changed, altered, modified, revised, added, deleted, substituted or recast as per the directions of the competent authority. The Applicant(s) has, in token of his/her/its acceptance of various plans of the Project signed this application and the Applicant(s) shall not raise any dispute/claim against the Company in this regard. However, in certain special circumstances, even after sanction of the lay out plans and the building plans of the Project, the Company may, at its discretion, change, alter, modify, revise, add, delete, substitute or recast the same. The Applicant(s) hereby gives his consent to all such variations, additions, alterations, recasting and modifications, as may be carried out by the Company, in future, to the lay out plans and the building plans of the Project. However, in case of any major alteration/modification resulting in more than 15% (fifteen percent) change in the Built Up area of the Villa, the Company shall intimate to the Applicant(s) in writing such change, if any, in the price of the Villa to be paid by him/her/it and the Applicant(s) shall inform the Company, in writing, his/her/its consent or objections to such changes within 30 (thirty) days from the date of such notice failing which the Applicant(s) shall be deemed to have given his full consent to all the alterations/modifications. If the Applicant writes to the Company within 30 (thirty) days of intimation by the Company indicating his non-consent/objections to such alterations/modification, then the allotment shall be deemed to be cancelled and the Company shall refund the entire money received from the Applicant(s) without any interest. The Applicant confirms and agrees to pay increase in total sales consideration in case Built Up area of the Villa is increased and the Company shall refund (without any interest) or adjust any refund which becomes due and payable to the Applicant(s) on account of reduction in the Built Up area. It is agreed that the rate at which the booking is done shall be sole criteria of determining the payment/refund.
- (16) The Company shall have the right to effect suitable necessary alterations in the layout plan of the Project, if and when found necessary, which alterations may involve all or any of the following changes, namely change in the position of Villa, change in the no. of the Villa/or change in its dimensions or change in its area and to implement any or all of the above changes, supplementary agreement(s), if necessary, will be executed. If there is any increase/decrease in the Built Up area, the rate per sq. ft. and other charges will be applicable to the changed area i.e. at the same rate at which the Villa was booked and as a consequence of such reduction or increase in the area, the Company shall be liable to refund to the Applicant without interest, only the extra price and other proportionate charges recovered or shall be entitled to recover from the Applicant(s), the additional price and other proportionate charges without interest, as the case may be.
- (17) If as a result of any legislation, order or rule or regulation made or issued by the Government, or any other authority or if the competent authority refuses, delays, withholds, delays or denies the grant of necessary approvals for the Project or buildings comprised therein or if any matters relating to such approvals, permissions, notices, notifications by the competent authority(ies) becomes the subject matter of any suit/writ before a competent Court and the Company voluntarily decides to abandon, after the provisional/final allotment, is unable to deliver the Villa, the Applicant confirms that the Company may refund all amounts received by it from the Applicant without any interest or compensation whatsoever. The Applicant shall not raise any dispute or claim whatsoever in this regard.
- (18) Subject to Force Majeure conditions, as defined herein in Clause 46 and further subject to the Applicant(s) having complied with all his obligations under the terms and conditions stated herein as well as in the Villa Buyers 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 and documentations as prescribed by the Company, the Company proposes to handover the physical possession of the Semi- Finished Villa to the Applicant(s) within a period of Thirty Six (36) months from the date of

execution of the Villa Buyer's Agreement ("**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 to allow for obtaining the Occupancy Certificate etc. from DTCP under the Act in respect of Project "Amstoria".

- (19) Subject to the conditions contained hereinabove, if the Company fails to offer possession of the said Semi-Finished Villa to the Applicant(s) by the end of the Grace Period, it shall be liable to pay to the Applicant(s) compensation at the following rates ("**Delay Compensation**") for every month of delay until the actual date fixed by the Company to hand over the possession of the said Villa to the Applicant(s). The Applicant(s) shall not be entitled to any other Compensation, direct or indirect losses, and interest etc. for delay in handing over the possession by the Company.
- i. Rs. 10/ Per Sq Ft. /Month- (Rupees Ten only) per sq. ft. of the Built Up area of the Villa per month for the first six (6) months of delay.
  - ii. Rs. 20/ Per Sq Ft. /Month- (Rupees Twenty only) per sq. ft. of the Built up area of the Villa per month for the next six (6) months of delay.
  - iii. Rs. 30 / Sq Ft. / Month for the Built up area of the Villa per month for any delay thereafter.

- (20) Notwithstanding any other provisions stated herein as well as in the Buyer's Agreement, the Applicant(s) agrees that if he fails, ignores or neglects to take over the possession of the Villa in accordance with the notice of handing over the physical possession of the Villa sent by the Company, Applicant(s) shall pay Holding Charges on the following rates:
- i. Rs. 10/ Per Sq Ft. /Month- (Rupees Ten only) per sq. ft. of the Built up area of the Villa per month for the first six (6) months of delay.
  - ii. Rs. 20/ Per Sq Ft. /Month- (Rupees Twenty only) per sq. ft. of the Built up area of the Villa per month for the next six (6) months of delay.
  - iii. Rs. 30 / Sq Ft. / Month for the Built up area of the Villa per month for any delay thereafter.

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.

- (21) 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 Villa by the company to any third Party

- (22) That the Applicant(s) agrees and undertakes that he shall construct and maintain the Villa at his own cost and in a good habitable condition and shall not do or cause to be done anything in or around the Villa which may be against the rules or bye-laws of the Municipal Corporation or any other Authority. The Applicant(s) agrees and undertakes that he shall not carry out any changes in the colour scheme of the façade of the Villa. The Applicant(s) further agrees and undertakes that he shall not carry out any changes or make any addition or alteration or modification, whether temporary or permanent, in or around the Villa or any part thereof including the compound, exterior/façade, front and rear lawns and terraces, and that he shall not put up any structure, whether temporary or permanent, to cover the open areas including the front and rear lawns of the Villa in any manner whatsoever.

- (23) Notwithstanding anything contained elsewhere in this Agreement, it is expressly understood that the instalments as stipulated in the Payment Plan payable in respect of the Villa shall continue unabated irrespective of any issues between the Applicant and the Company with respect to any other matter contained in the Agreement.

- (24) 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 earlier unpaid outstanding amount, if any, and only thereafter the balance payment shall be adjusted towards the outstanding amounts.
- (25) The Applicant(s) undertakes that, upon allotment, he shall become the member of any association/society of the allottee(s) of Villa in the Project, as may be formed by the Company on behalf of the said allottee(s), and shall pay the fees, subscription charges thereof and shall also complete such documentation and formalities, as may be required by the Company for this purpose, as and when the association is formed. The allotment of the Villa shall be subject to strict compliance of community rules and regulations that may be made by the Company for occupation and use of the Villa more specifically set out in the Buyer's Agreement.
- (26) The Applicant(s) agrees, confirms and undertakes that he shall take/obtain Structural Stability Certificate of the Villa from a Certified Structural Engineer at his own cost and expenses and submit the same to the Company before carrying out the proposed construction work/activity in the Villa. The Applicant(s) understands and agrees that the Company shall not allow the Applicant(s) to carryout the construction work/activity in the Villa until and unless the Applicant(s) obtains Structural Stability Certificate and submits the same to the Company, which is the mandatory pre-condition for carrying out any construction work/activity in the Villa.
- (27) That the Applicant(s) agrees, confirms and undertakes that he shall comply with the rules, regulations and guidelines applicable and take prior approvals/sanctions from the concerned authorities at his own cost and expenses before carrying out construction works/activities in the Villa. The Applicant(s) confirms and undertakes that any construction work/activity carried in the Villa shall be strictly in accordance with the applicable provisions of law, rules, regulations and guidelines of the concerned authority/ies and that the Applicant(s) shall be sole responsible in the event of any violation thereof. The Applicant(s) further agrees and undertakes that while carrying out any construction works/activity in the Villa, he shall not cause damage to the building and the existing structure/systems installed by the Company in the project including the electrical systems, plumbing, fire fighting systems and any structural work done internally within the Villa and further he shall not pose any fire, electrical, structural, pollution and health hazards to other occupants of the building/colony and in event any such damage or hazard is caused, the Applicant(s) shall fully reimburse/compensate the Company the cost of rectification thereof.
- (28) (a) That the Applicant(s) shall complete the construction of the Villa within a period of four (4) years from the date of offer for possession by the Company to the Applicant(s).

In the event of the Applicant(s) failure to complete the construction and obtain certificate for occupation and use from the Competent Authority within four(4) years from the date of offer of possession by the Company then the Applicant(s) hereby grants right to the Company to resume the Villa, refund the monies paid by the Applicant(s) after deducting therefrom Earnest Money along with the interest on delayed payments, service tax, brokerage, other charges, if any incurred by the Company and resell the Villa.

(b) The Company may, at its sole discretion, accede to the request of the Applicant(s) to extend the construction period but only upon the Applicant(s) paying a late construction penalty to the company of Rs100 per sq.yd. approx per month of delay. This penalty may be escalated if the delay continues beyond a period of 12 months in case the Company decides to grant further extensions beyond 12 months. A provision to this effect will also be incorporated in the Villa Buyers' Agreement and the Sale Deed. The Applicant(s) agree(s) and understands that this provision is necessary to be incorporated in the Application, Villa Buyers' Agreement, Sale Deed with a view to develop and habitate the Said Colony.

The Applicant(s) understands, agrees and confirms that the holding charges and the late construction penalty are distinct and separate to be payable by the Applicant(s) to the Company.

- (29) In order to secure adequate provision of maintenance services the association/society of the allottee(s) of Villa or till such time such association/society is not formed, the Company shall appoint/nominate a maintenance agency ("Maintenance Agency") to provide services as may be required to maintain upkeep, security etc. of the Project. The Applicant(s) agrees to bear the charges of such Maintenance Agency. Further, the Applicant(s) hereby undertakes to deposit with the Company, as per the Schedule of Payment, and to always keep deposited with the said association/society/Maintenance Agency, as the case may be, as

Interest Free Maintenance Security ("IFMS") at the rate of Rs. 50/- per sq. ft. of the Built Up area of the Villa.

- (30) Further, the Applicant(s), undertakes to enter into a maintenance agreement with the said association/society/Maintenance Agency. The Applicant(s) undertakes to pay the maintenance bills monthly/quarterly, as raised by the said association/society/Maintenance Agency on receipt of the certificate for occupation of the said Semi-Finished Villa and the offer of handing over possession of the said Villa by the Company to the Applicant(s) on pro-rata basis irrespective whether the Applicant(s) is in occupation of the Villa or not. In case of failure of the Applicant to pay the maintenance bill or other charges on or before the due date, the Applicant, in addition to permitting the said association/ society/Maintenance Agency to deny him/her the maintenance services, also authorizes the said association/society/maintenance agency to adjust, at the first instance, the interest accrued on the IFMS against such defaults in the payment of maintenance bills and in case such accrued interest falls short of the amount of the default, the Applicant(s) further authorises the said association/society/maintenance agency to adjust the principal amount of the IFMS against such default . If due to such adjustment in the principal amount, the IFMS falls below the agreed sum of Rs.50/- per sq.ft of the Built Up area of the Villa, then the Applicant(s) hereby undertake to make good the resultant shortfall within 15(fifteen) days of demand made by the said association/society/Maintenance Agency/Company, as the case may be. Further, the said association/society/Maintenance Agency/Company, as the case may be, reserve the right to increase IFMS from time to time in keeping with the increase in the cost of maintenance services and the Applicant(s) undertake to pay such increase within 15 days of demand by the said association/society/ maintenance agency falling which the said association/society/maintenance agency shall take recourse to such legal action as it may deem fit to recover such dues.
- (31) The Company reserves the right to transfer the amount of IFMS to such association / society / Maintenance Agency, after adjusting therefrom any outstanding maintenance bills and/or other outgoing of the Applicant(s) at any time and thereupon the Company shall stand completely absolved / discharged of all its obligation and responsibilities concerning the said deposit upon filing of declaration and handing over of all the Villa/common areas to such association / society / Maintenance Agency, as the case may be. It is made specifically clear that this condition relating to IFMS as stipulated in this clause shall survive the conveyance of title in favour of the Applicant(s) and the Company shall have first charge/lien on the Villa in respect of any such non-payment of shortfall/increase, as the case may be.
- (32) The Applicant(s) has specifically confirmed to the Company that the allotment of the Villa shall be subject to strict compliance of a code of conduct that may be determined by the said association / society / Company for occupation and use of the Villa and such other conditions as the said association/society/Company may deem fit from time, which may include but shall not be limited to usage of the Villa, operation hours of various maintenance services, general compliances for occupants of the Villa, regulation as to entry/exit of the visitors, invitees, guests, security, interiors fit-outs, etc. It is abundantly clarified that the code of conduct, as may be specified by the said association/society/Company is always subject to change by the said association/society/Company.
- (33) The Applicant(s) shall pay, as and when demanded by the Company, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of the conveyance/sale deed of the Villa in favour of the Applicant(s), which shall be executed and got registered upon receipt of the full sale price, other dues and the said charges and expenses as may be payable or demanded from the Applicant(s) in respect of the Villa and parking space(s) allotted to him/her/them. The Applicant(s) undertakes to execute the sale deed within 30 (thirty) days from the date of the Company intimating in writing the receipt of the certificate for use and occupation of the Building from the competent authority failing which the Applicant(s) authorizes the Company to cancel the allotment and forfeit the Earnest Money, delayed payment interest etc. and refund the balance price paid by the Allottee(s) without any interest upon realization of money from resale/re-allotment to any other party.
- (34) Time is the essence with respect to the Applicant's obligations to pay the sale price as provided in the Payment Plan along with other payments such as applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the Buyer's Agreement, to be paid on or before due date or as and when demanded by the Company, as the case may be, and also to perform or observe all the other obligations of the Applicant under the Buyer's Agreement
- (35) However, the Company may, at its sole discretion, waive its right to terminate the allotment / agreement, and enforce all the payments and seek specific performance of the Buyer's Agreement. In such a case, the possession of the Villa will be handed over to the Applicant(s) only upon payment by the Applicant(s), of all

outstanding dues, penalties etc., along with interest at the rate of 18% (Eighteen percent) p.a. till the date of payment.

- (36) The Applicant(s) hereby authorizes and permits the Company to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of his respective Villa or the receivables, if any, accruing or likely to accrue therefrom, subject to the Villa 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 Villa 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 Project. In case of the Applicant(s), who has opted for long-term instalment payment plan arrangement with any financial institutions/banks, the conveyance/sale deed of the Villa in favour of the Applicant shall be executed only upon the Company receiving no-objection certificate (NOC) from such financial institutions/banks.
- (37) 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 Villa is rejected by any Bank/ Financial institution and the loan is not sanctioned and disbursed. The Applicant(s) understands and agrees that the Home Loan is a facility and not a condition to the sale of the Villa and that his liabilities to pay the instalments and other amount and charges due and payable to the Company shall continue irrespective and notwithstanding the eventualities that his application, if any, for Home Loan in respect of the said Villa is rejected by any Bank/ Financial institution and/or the loan amount is not disbursed in time upon its sanction by the Bank/ Financial institution.
- (38) The Applicant(s) shall pay, from time to time, and at all times, the amounts which the Applicant(s) is liable to pay, as agreed, and to observe and perform all the covenants and conditions of the application for sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant(s).
- (39) It is made abundantly clear that in respect of all remittances related to acquisition/transfer of the Villa, it shall be the sole responsibility of non resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals, etc., which would enable the Company to fulfill its obligations under the Buyer's Agreement. Any refund, transfer of security, if provided in terms of the 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 Reserve Bank of India or any other applicable law. In the event of any failure on the Applicant's part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he shall be solely liable for any action that may be taken by the competent authorities in this regard. The Company accepts no responsibility in this regard and the Applicant shall keep the Company fully indemnified for any harm or injury caused to it for 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 for EOI, it shall be the sole responsibility of the Applicant to intimate the same in writing to the company immediately and comply with all the necessary formalities, if any, under the applicable laws.
- (40) The Company shall not be responsible towards any third party making payment/remittances on behalf of the Applicant(s) and such third party shall not have right in the application/allotment of the said Villa applied for herein in any way. The Company shall issue receipts for payment in favor of the Applicant(s) only.
- (41) The Applicant(s) has specifically acknowledged with the Company that the allotment of the Villa shall be subject to the strict compliance of bye laws, rules etc. that may be framed by the Company for occupation and use of the Villa and such other conditions as per the applicable laws.
- (42) The Applicant(s) understands and confirms that the allotment of the Villa made shall not be construed as sale or transfer under any applicable law and the title to the Villa hereby allotted shall be conveyed and transferred to the Applicant(s) only upon his fully discharging all the obligations undertaken by the

Applicant(s) including payment of the entire sale consideration and other applicable charges/dues and only upon registration of the Conveyance/Sale deed in his favour.

- (43) The Applicant(s) understands and agrees that the sale consideration of the "Unit" comprises of the cost of construction rates applicable on date of booking, amongst other components. The Applicant(s) further recognizes that due to abnormal market variation in cost of construction i.e. cost of material, labour and project management cost, the actual cost of the "Unit" may experience escalation; and may thus vary. The final cost of construction shall be calculated at the stage of completion of the project, should the variance be equal to or less than 5%, of the cost of construction ascertained at the time of booking, the same shall be absorbed entirely by the Company. However, should the cost of construction, upon completion of the project, vary more than 5%, then the difference in the cost shall be charged or refunded to the Applicant(s), as the case may be, as per actual calculation made by the Company. The variance in the cost of construction shall be calculated on the basis of the following formula:

$$\left\{ \frac{\text{Rs.} \quad / \text{Square Meter}}{\text{Number of Years (3)}} \times \frac{\text{CL}_1 + \text{CL}_2 + \text{CL}_3}{\text{CLSL}} \right\} \text{ — Present Cost of Construction}$$

Rs/sq Meter = cost of construction as on September 1, 2010 of "Unit" as determined by the Company

CLSL = Cost index of CPWD on September 1, 2010 of "Unit"

CL1 = Cost index of CPWD September 1, 2011 of "Unit"

CL2 = Cost index of CPWD September 1, 2012 of "Unit"

CL3 = Cost index of CPWD at the time of offer for possession of "Unit"

- (44) That the Applicant(s) understands and agrees that the Company shall not entertain any transfer / nomination request until and unless the Applicant(s) has paid at least 30% of total sale consideration to the Company. The permission to allow transfer of the Villa after the payment of 30% of total sale consideration shall be at the sole discretion of the Company who may grant or refuse permission. The Applicant(s) agrees and confirms that in case the Applicant (s) transfers his allotment of the said Villa 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. It is further agreed by the Applicant(s) that the transfer / nomination of Villa where more than 95% of the total sale consideration has been received by the Company, shall be allowed only through execution of Conveyance Deed / Sale Deed on payment of transfer charges as determined by the Company from time to time.
- (45) The Applicant(s) shall use and occupy the Villa for residential purposes in such manner and mode as may be provided in the Buyer's Agreement.
- (46) The provisional allotment of the Villa as well as the allotment thereafter of the Villa shall be subject to force majeure clause which, inter alia, includes delay on account of non-availability of the steel and/or cement and/or other building materials, water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, civil commotion or by reasons of war, enemy action, earthquake or any act of God. If there is any delay in the delivery of possession of the Flo`or or the Company is unable to deliver possession of the Villa due to a Force Majeure event or due to any notice, order, rule or notification of the Central or State Government and/or any other public or competent authority or for any other reason beyond the control of the Company, shall be entitled to a reasonable extension of the time for delivery of possession of the Villa. The Applicant(s) understands and acknowledges that if due to any force

majeure conditions, the whole or part of the Project is abandoned or abnormally delayed, the Applicant(s) shall not be entitled to prefer any claim whatsoever except that the Company shall on demand refund the Applicant's money without any interest or compensation whatsoever.

- (47) The Applicant(s), only after payment of the 10% of basic sale price, shall get 5% rebate on basic sale price on timely payment of each subsequent installment and the rebate shall be credited in the account of the Applicant(s) simultaneously by the Company. The Applicant(s) understands and agrees that the rebate of 5% given by the Company to the Applicant(s), subject to the Applicant(s) making timely payment of each installment, is restricted to the amount of basic sale price of each installment and the said rebate would not construe and mean rebate against the total sale consideration. The Applicant(s) understands and agrees that the offer of rebate of 5% on timely payment of each installment is at the sole discretion of the Company which can be withdrawn by the Company at any point of time without assigning any reason whatsoever. The Applicant(s) further understands and agrees that the present offer of rebate will not apply and cover other charges which are liable to be paid by the Applicant(s).
- (48) That the Applicant(s) understands and agrees that on becoming a member of the association of Villa 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 work of the Colony, as may be decided by such association of Villa owners at any time in future
- (49) In case of joint Applicant(s), all communication shall be sent to the Applicant(s), whose name appears first and all the addresses given by him, which shall for the purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named Applicant(s).
- (50) The Applicant(s) shall inform the Company in writing of any change in the mailing address mentioned in failing which all demands, notices etc. by the Company shall be mailed to the address given in the application and shall be deemed to have been received by the Applicant(s).
- (51) The Company, at its sole discretion, may decide not to allot any or all Villa(s) 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 the Applicant(s). Further, the provisional and/or final allotment of the Villa 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 for the same.
- (52) The applicant(s) undertakes and agrees that the layout plan of the said villa is tentative & there may be changes in the layout plan if necessary and required. Due to change in layout plan there may be increase or decrease in the plot area and/or the built up area of the said villa.
- a) The applicant(s) agrees, confirms and undertakes that in future due to change in layout plan if the plot area of the villa increases, the applicant shall pay the amount Rs. 75,800/- per sq. Yd. for the increased plot area. Likewise due to change in layout plan if the plot area decreases then the amount of Rs. 75,800/- per sq. Yd. for the decreased area shall be adjusted by the company against the total sales consideration.
- b) The applicant(s) further agrees, confirms and undertakes that in future due to change in layout plan if the built up area of the villa increases, the applicant shall pay the amount Rs. 1250/- per sq. ft. for the increased built up area. Likewise due to change in layout plan if the built up area decreases then the amount of Rs. 1250/- per sq. ft. for the decreased area shall be adjusted by the company against the total sales consideration.
- (53) The Applicant(s) has understood and has specifically acknowledged that the Company may finally allot/sell/convey the ownership of the Villa by way of any other mode of sale/conveyance including but not limited to allotment/purchase of shares of ownership of the Villa to the Applicant(s). The Applicant specifically undertakes to inform the Company in writing his/her consent and/or objections, if any, to such other mode of sale/conveyancing within a period of 30 (thirty) days from the date of such intimation by the Company failing which the Applicant's consent shall be deemed to have given to the Company to such other mode of sale/conveyancing and the Applicant(s) shall execute such other documents, agreements, deeds, paper etc. as the Company may deem fit in its sole discretion and shall raise no claim/dispute in this regard. However, in the event, the Applicant objects to such other mode of conveyancing, the Company may, within the above said period of 30 (thirty) days from the date of intimation, the Applicant specifically undertakes to take refund of the entire amount paid by the Applicant(s) to the Company till such date and the payment of

such amount without any interest whatsoever by the Company shall leave the Applicant without any right, title and interest in the Villa applied herein and Applicant(s) shall not raise and dispute/claim in this regard. In the event of adoption of such mode of conveyancing, the ownership of the Villa by the Company by way of allotment of shares, the terms 'purchase/allotment of Villa' shall stand substituted by the term 'purchase/allotment of shares linked to exclusive use/ownership of the Villa' throughout the application and these terms and conditions.

- (54) The Applicant(s) understands and confirms that the allotment of the Villa made shall not be construed as sale or transfer under any applicable law and the title to the Villa 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, as mentioned herein or in the Buyer's Agreement and only upon the registration of the conveyance/sale deed in his favour.
- (55) It is specifically understood by the Applicant(s) that this proposal/application is purely on tentative basis and the Company may, at its sole discretion, decide not to allot any or all Villas to anybody or altogether decide to put, at abeyance, the Project itself for which the Applicant shall not raise any dispute or claim any right, title or interest on the acceptance of this proposal and receipt of initial token money being received by the Company with this proposal from the Applicant. Further, his provisional and/or final allotment of the Villa 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.
- (56) The Applicant(s) should correctly mention his/her Permanent Account Number (PAN) in the Application form, if the same is not provided then the Application may be summarily rejected. The application form should be signed by the person(s), or his/her Registered Power of Attorney, who want(s) to get the Villa under the Project. Similarly, in the case of Company applying for the Villa(s), should sign through authorized personnel enclosing an authority letter/board resolution
- (57) The terms and conditions mentioned herein shall be in addition to the terms and conditions of the Buyer's Agreement. However, in case of any contradiction between the terms and conditions mentioned herein and terms and conditions specified in the Buyer's Agreement, the terms and conditions specified in the Buyer's Agreement, shall supersede the terms and conditions as set out herein.
- (58) The Company shall be accepting all payments from the Applicant(s), unless specified otherwise in writing by the Company, 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 shall be subject to their actual realization in the aforesaid account. The date of credit into the aforesaid account of the company shall be deemed to be the date of payment of an installment by the Applicant(s).
- (59) 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
- (60) The Company reserves the right to transfer ownership of the Project "Amstoria", Gurgaon, Haryana 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 undertakes that he shall not raise any objection in this regard.
- (61) All or any dispute arising out of or touching upon or in relation to the terms of this provisional allotment letter or its termination, including the interpretation and validity 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, who shall be nominated by the Company's Managing Director, shall hold the arbitration proceedings at New Delhi. The Applicant hereby confirms that he shall have no objection to such appointment even if the person so appointed, as the Arbitrator, is an employee or advocate of the Company or is otherwise connected with the Company and the Applicant confirms that notwithstanding such relationship/connection, the Applicant shall have no doubts as to the independence or impartiality of the said Arbitrator and shall not challenge the same. 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 Villa Buyers Agreement regardless of the place of execution of this application which is deemed to be at New Delhi

Date:

1.

Place

2. \_\_\_\_\_

## **Documents to be submitted along with the application form**

**Mandatory to affix Photographs in designated area's 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-parcenor's of HUF authorizing the Karta to act on behalf of HUF.

### **NRI/Foreign National of Indian Origin:**

- Copy of the individual's passport.
- In case of demand draft (DD), the confirmation from the banker stating that the DD has been prepared

from the proceeds of NRE/NRO account of the allottee.

- In case of a cheque, all payments should be received from the NRE/NRO/FCNR account of the customer  
only or foreign exchange remittance from abroad and not from the account of any third party.



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E-mail: [customercare@bptp.com](mailto:customercare@bptp.com), SMS <BPTP> to 57575, Website: [www.bptp.com](http://www.bptp.com)

DGTCP Haryana has granted M/s Countrywide Promoters (P) Ltd. license no. 58 dated 03/08/2010 and 45 dated 17/05/11 for development of a residential colony over 126.67 acres. The total no. of plots approved are 857 (including EWS) & the layout plan is approved vide DRG. NO. DGTCP-2420 on 16/03/11. There is a provision of 1 high school, 3 nursery schools, 1 primary school, 1 religious building, 1 creche, 1 Community centre, 3 nursing homes and 1 dispensary. Note-Approvals can be checked in the colonizer's office. Layout plan is subject to changes as per the final Demarcation/Zoning plan of the colony.