

**BPTP LIMITED**

**Application for the Provisional Allotment of Unit i.e Floor/ Villa in “Astaire Gardens” at 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. “**Floor/ Villa**” tentatively admeasuring \_\_\_\_\_ sq.ft. (\_\_\_\_\_sq. mtrs.) built up area in your forthcoming Township project “**Astaire Gardens**” at **Sector-70A,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 Floor/ 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 Floor/ 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 Floor/ 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 Floor/ Villa, I shall be bound to purchase the same and will execute all the necessary documents, affidavits, including Standard Floor/ Villa Buyer's Agreement as stated herein. If, however, I fail to execute the necessary documents/Affidavits including Standard Floor/ 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 Floor/ Villa in due course of time, subject to availability. I agree to the allotment of the Floor/Villa by lottery/draw of lots to be conducted by the Company.

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.

X

Signature of the Applicant(s)

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)

<b>1</b>	<b>SOLE OR FIRST APPLICANT(S)</b>  *Mr./Mrs./Ms. _____  *S/W/D/o _____  *Nationality _____  *Age _____ years, Profession _____ Service _____  Residential Status:  *Resident/NRI/PIO _____	Please affix your photographs here
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X

Signature of the Applicant(s)

\*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 : \_\_\_\_\_

**2 SECOND APPLICANT(S)**

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

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

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

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

Residential Status:

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

Please affix your  
photographs here

X

Signature of the Applicant(s)

\*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 \_\_\_\_\_

Please affix your  
photographs here

X

Signature of the Applicant(s)

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

**4 Floor/ Villa in "Astaire Gardens" at Sector – 70A, Gurgaon, Haryana**

Type \_\_\_\_\_

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

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

B. Preferential location Charges, if applicable :

i) \_\_\_\_\_% of BSP

ii) \_\_\_\_\_% of BSP

iii) \_\_\_\_\_% of BSP

Total PLC: \_\_\_\_\_

\* C. Development Charge (DC) Rs. \_\_\_\_\_ per sq. ft. Built Up area.

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

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

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

X

Signature of the Applicant(s)

\*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. LC-2477-DS (R) – 2011/2772 dated 08-03-2011, 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. LC-2477-DS (R) – 2011/2772 dated 08-03-2011, 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)%,

Plot Size (In Sq. Yd.)	Floor	Built-up Area (In Sq. Ft.)	Terrace / Lawn AREA* (Approx.) (In Sq. Ft.)		Total Usable Area (In Sq. Ft.)	BSP	Development Charges (In Lacs)	Booking Amount
196 Sq. Yd.	GF 1090		523	Lawn	1613	Sold Out	3.04 6	Lacs
(3 BHK + 2T)	FF 1090		315	Terrace	1405	Sold Out	3.04 6	Lacs
	SF 1090		315	Terrace	1405	Sold Out	3.04 6	Lacs
250 Sq. Yd.	GF + BSMT	1390 + 1122 = 2512	564	Lawn	3076	142.57	3.87	7 Lacs
(3 BHK + 3T)	FF 1390		405	Terrace	1795	115.07	3.87	7 Lacs
	SF 1390		405	Terrace	1795	107.72	3.87	7 Lacs
347 Sq. Yd.	GF + BSMT	1730 + 1427 = 3157	845	Lawn	4002	189.62	5.43	9 Lacs
(4 BHK + 3T)	FF 1730		531	Terrace	2261	156.62	5.43	9 Lacs
	SF 1730		531	Terrace	2261	146.62	5.43	9 Lacs

Note:

1. PLC- 18 Mtr Road and above- 10%, 15 Mtr to 17 Mtr - 5%, Two Side Open - 10%, Park Facing - 30% of BSP and Corner - 10%
2. Club Membership - \_\_\_\_\_ Per Family
3. PBIC - Rs \_\_\_\_\_ - KVA
4. Service Tax shall be payable extra by allottee(s).

\* Lawn and Terrace areas are tentative and subject to change.

\*\*Timely Payment Discount (TPD) is subject to timely payment of each installment and is at the sole discretion of the company. All terms & conditions and other charges as per standard floor buyer's agreement. The above prices are subject to revision/ withdrawal at any time without notice at the sole discretion of the company.

Cheques to be favouring "**BPTP Limited**" Payable at Delhi/ New Delhi.

<b>CONSTRUCTION LINKED PAYMENT PLAN</b>	
Booking Amount	6 lacs/ 7 lacs/9 lacs
Within 75 days of Booking	Complete 20% of BSP
Within 150 days of Booking	10% of BSP + 50 % of DC
At the Start of Construction	10% of BSP + 50 % of DC
On casting of Ground Floor Roof Slab	10% of BSP + 50 % of PLC
On casting of First Floor Roof Slab	10% of BSP + 50 % of PLC
On casting of Second Floor Roof Slab	7.5% of BSP + Club Membership
On Completion of brick work	7.5% of BSP
On Completion of Internal Flooring	7.5% of BSP
On Completion of External Plastering	7.5% of BSP
On offer of Possession	10% of BSP + IFMS + PBIC + Stamp Duty+Registration Charges & Administrative Charges

<b>DOWN PAYMENT PLAN (With 10% rebate)</b>	
Booking Amount	6 lacs/ 7 lacs/9 lacs
Within 75 days of Booking	Complete 90 % of BSP + 100% of Additional Charges#
On offer of Possession	10 % of BSP + IFMS + PBIC + Stamp Duty+ Registration Charges & Administrative Charges
# Additional Charges include PLC, Club Membership & DC	

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

5 PAYMENT PLAN: DOWN PAYMENT PLAN [ ] / CONSTRUCTION LINKED PAYMENT PLAN [ ] Note:- The Company shall be accepting all payments from 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)

6 Sales Organiser's Name & Address: : \_\_\_\_\_  
\_\_\_\_\_

7 DECLARATION:



I the applicant(s) do hereby declare that my application for allotment of a Floor/ 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

Floor/ Villa No. \_\_\_\_\_, Block No. \_\_\_\_\_ Floor/ 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 [ ] / Construction Linked Plan [ ]

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

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

7. Remarks:

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

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

Authorized Signatory

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

Signature

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Signature of the Applicant(s)

**BROAD TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF RESIDENTIAL FLOOR/ VILLA IN “ASTAIRE GARDENS”,  
SECTOR 70A, 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 Floor/ Villas Buyer's Agreement.
- (2) The Applicant has made this application for provisional allotment of a Residential Floor/ 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 Floor/ 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 Floor/ 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 Floor/ 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 Floor/Villa, (including balconies, and varandhas) and pro-rata share of basement, staircases, liftshafts, common areas, walk ways, elevation features, overhead water tanks, underground water tanks and rainwater harvesting pits. The Applicant(s) agrees and understands that the Built up area tentative and subject to change. The calculation of the Built Up area of the Floor/ 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 Floor/ 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) understands and agrees that the lawn area and the terrace area are tentative which are subject to change at the sole discretion of the Company, if so warranted by the circumstances. The Applicant(s) understands, agrees and confirms that any variation, alteration or modification in the lawn area

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Signature of the Applicant(s)

and the terrace area will have no impact or implication on the sale consideration. The Applicant(s) undertakes to pay to the Company the sale consideration as agreed upon, irrespective of any variation, alteration or modification in the lawn area and the terrace area. The Applicant(s) confirms and undertakes that he shall not claim refund of any proportionate amount or claim any proportionate adjustment in the sale consideration on account of any decrease in the lawn area and the terrace area.

- (7) The Applicant(s) agrees and undertakes to make payment of Basic Sale Price, Development Charges, Preferential Location Charges (for superior location, Floor/ Villas 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.
- (8) The Applicant(s) understands and agrees that in case the full / complete booking amount is not received by the company, the provisional booking made shall be treated as invalid and cancelled and the company shall refund the partial booking amount received to the Applicant(s) without any interest after deducting the processing fee of Rupees 25000/-. The Applicant(s) agrees and undertakes that he shall not raise any claim, objection , protest or demur against the cancellation of the Application for provisional booking / registration of the Floor/Villa.
- (9) 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 Floor/ 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 Floor/ Villa and this undertaking shall survive throughout the occupancy of the Floor/ Villa by the Applicant, his/her legal representatives, successors, administrators, executors, assigns etc.
- (10) The Applicant(s) understands and agrees that the allotment of Floor/ Villa shall be made by way of draw of lot at the sole discretion of the Company. The Applicant(s) agrees and confirms that the company may at its sole discretion release the list and the stock of Floors/Villas to be considered in the draw of lot.. The draw of lot conducted and the list released by the company shall be final and binding on the Applicant(s). The Applicant(s) agrees and undertakes that he shall not raise any dispute of any nature whatsoever in respect of the entire process of draw of lot being conducted by the company.

The Applicant(s) further agrees and confirms that some Floor/ 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 Floor/ Villa inviting such charges be allotted to him / her.

- (11) The Applicant(s) understands and agrees that the Floor/ Villa applied for, along with the Project, shall be subject to Haryana Development and Regulation of Urban Area Act, 1975 including all the amendments

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Signature of the Applicant(s)

and modifications thereof and the rules and their amendments and modifications framed there under (hereinafter referred to as the "Act") or any statutory enactments or modifications thereof. The common areas, facilities and the undivided interest of each Floor/ Villa owner in such common areas and facilities, as specified by the Company in the declaration which may be filed by the Company i, shall be conclusive and binding upon the owners of the Floor/ Villa(s) and the Applicant(s) confirms that his right, title and interest in the Floor/ Villa/building in the Project shall be limited to and governed by what is specified by the Company in the said declaration. In this regard, it is made clear by the Company and fully understood by the Applicant(s) that the declaration to be filed shall be in strict consonance with other the clauses contained herein and, in no manner, shall confer any right, title or interest in any lands, facilities, recreational and sporting activities, if any, amenities and buildings outside the land beneath the building in which the Floor/ Villa is located. It is made clear that the Company shall be the sole owner of the said lands, facilities, other recreational and sporting activities, if any, amenities and buildings outside the land beneath the building in which the Floor/ Villa is located and the Company shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same to any one and in any manner at its sole discretion and the Applicant(s) shall have no claim whatsoever of any nature therein.

- (12) The Applicant(s) understands and agrees that the computation of the total consideration of the Floor/ 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 Floor/ 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.
- (13) 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.
- (14) 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 Floor/ 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 Floor/ Villa and the Company shall have lien on the Floor/ Villa of the Applicant(s) for the recovery of such charges.
- (15) 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(s) has agreed that the Applicant(s) shall make the payment of such revision or levy within the given period of such demand made by the Company, without any

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Signature of the Applicant(s)

demur or protest.

- (16) 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.
- (17) (a)(i) That the 25% of the total sale consideration of the Floor/ 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 Floor/ Villa and the Company shall have the right to sell the said Floor/ 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(s) 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 Floor/ Villa to the Applicant(s), as stated in Clause 25.
- (18) 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).
- (19) 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 Floor/Villa by the company to any third Party.
- (20) In the event that the Company proposes to increase the number of Floor/ Villas in one or more

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Signature of the Applicant(s)

building(s) in the Project, after seeking the necessary approvals and permissions for the same from the competent authority, the Applicant(s) agrees and acknowledges that he has no objection to the same.

- 21) The Applicant(s) has seen and accepted the proposed building plans, designs, proposed specifications, location of the apartments/buildings/Floor/ 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 Floor/ Villa, the Company shall intimate to the Applicant(s) in writing such change, if any, in the price of the Floor/ 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 Floor/ 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.
- (22) 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 Floor/ Villa, change in the no. of the Floor/ 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 Floor/ 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.
- (23) 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 Floor/ 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.
- (24) Subject to Force Ma jeure, as defined herein in clause 53 and further subject to the Applicant(s) having complied with all its obligations under the terms and conditions of this Agreement and the

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Signature of the Applicant(s)

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 36 months from the date of sanction of the Building Plans or execution of Floor/ Villa Buyers Agreement, whichever is later (“**Commitment period**”). The Applicant(s) further agrees and understands that the company shall additionally be entitled to a period of 180 days (“**Grace Period**”) after the expiry of the said Commitment Period to allow for filing and pursuing the Occupancy Certificate etc. from DTCP under the Act in respect of project “Astaire Gardens”.

- (25) Subject to the conditions contained above, if the company fails to offer the possession of the said Floor/ Villa to the Applicant(s) within the stipulated period it shall be liable to pay to the Applicant(s) the 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 Floor/Villa 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.
- i. Rs. 10/ Per Sq Ft. /Month- (Rupees Ten only) per sq. ft. of the Built Up area of the Floor/ 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 Floor/ Villa per month for the next six (6) months of delay.
  - iii. Rs. 30 / Sq Ft. / Month for the Built up area of the Floor/ Villa per month for any delay thereafter.
- (26) 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 Floor/ Villa in accordance with the notice of handing over the physical possession of the Floor/ Villa sent by the Company, the Applicant(s) shall also be liable to pay charges at the following rates (“**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.
- i. Rs. 10/ Per Sq Ft. /Month- (Rupees Ten only) per sq. ft. of the Built up area of the Floor/ 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 Floor/ Villa per month for the next six (6) months of delay.
  - iii. Rs. 30 / Sq Ft. / Month for the Built up area of the Floor/ Villa per month for any delay thereafter.
- (27) The Company shall permit, the Applicant(s) to carry out interior works after taking over possession of the Floor/ Villa to be carried out in such a manner so as not to cause any nuisance, annoyance or disturbance to the other occupants of the Project. It is made clear to the Applicant(s) that the interior fit outs/works shall be allowed to be carried out during the normal working hours i.e. between 09.00 AM to 6.00 PM on all working days and no interior fitouts/works shall be carried out on Saturdays, Sundays and public holidays. The Applicant(s) further understands that such interior fitouts/works in the Floor/ Villa shall not cause any damage to the building and the existing structure/systems installed by Company in the Project and the electrical systems, plumbing, fire fighting system and any other structural/finishing work done internally within the Floor/ Villa by the Applicant(s) shall not pose any fire, electrical, structural, pollution and health hazards to other occupants of the building and/or the Project complex and in the event any such damage or hazard is caused, the Applicant shall fully reimburse the Company the costs of rectification thereof.

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Signature of the Applicant(s)



- (28) The Applicant(s) understands and agrees that if, the Company does not utilizes the complete FAR of the Villa then in such event, the Applicant(s) shall be entitled to utilize the same and may build/construct further floors in the said Villa subject to the permissible FAR and shall comply with the rules and regulations applicable and take prior approvals/sanctions from the concerned authorities for the construction of additional permissible floors on the said Villa. The Applicant(s) agrees and undertakes that while carryout any such construction on the said Villa, he shall not cause any damage to the building and the existing structure/systems installed by Company in the Project and the electrical systems, plumbing, fire fighting system and any other structural/finishing work done internally within the Villa by the Applicant(s) shall not pose any fire, electrical, structural, pollution and health hazards to other occupants of the building and/or the Project complex and in the event any such damage or hazard is caused, the Applicant shall fully reimburse/compensate the Company the costs of rectification thereof.
- (29) That the Applicant(s) agrees and undertakes that he shall maintain the Floor/ 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 Floor/ 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 Floor/ 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 Floor/ 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 Floor/ Villa in any manner.
- (30) 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 Floor/ Villa shall continue unabated irrespective of any issues between the Applicant and the Company with respect to any other matter contained in the Agreement.
- (31) 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.
- (32) The Applicant(s) undertakes that, after taking over possession of the Floor/Villa, he shall become the member of any association/society of the allottee(s) of Floors/ Villas 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 Floor/ 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 Floor/ Villa more specifically set out in the Buyer's Agreement.
- (33) That the Applicant(s) understands and agrees that on becoming a member of the association of Floor/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 of the Colony, as may be decided by such association of Floor/Villa owners at any time in future.
- (34) In order to secure adequate provision of maintenance services the association/society of the allottee(s) of Floor/ Villas 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

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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 Floor/ Villa.

- (35) Further, the Applicant(s), upon completion of the said buildings, 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 from the date of the certificate for occupation and use granted by the competent authority on pro-rata basis irrespective whether the Applicant(s) is in occupation of the Floor/ 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 Floor/ 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.
- (36) 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 Floor/ 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 Floor/ Villa in respect of any such non-payment of shortfall/increase, as the case may be.
- (37) The Applicant(s) has specifically confirmed to the Company that the allotment of the Floor/ 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 Floor/ 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 Floor/ Villa, operation hours of various maintenance services, general compliances for occupants of the Floor/ 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.
- (38) That the Applicant(s) has fully understood and undertake(s) that in case he has been allotted the Ground Floor/ Villa, he shall have exclusive rights for usage of the lawns. Further, in case he has been allotted First Floor/ Villa or Second Floor/ Villa of the building, he shall have mere right of usage only for the terrace. Applicant(s) undertakes that, he shall not construct any structure whatsoever in the lawns or on the terrace or violate rules and regulations as may be applicable to the building. The Applicant(s) further understands and agrees that the basement area shall be used for the purpose of facilities of Services and Storage. The Applicant(s) agrees and

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undertakes that he shall not construct any structure whatsoever, permanent or temporary, in the Basement Area in any manner whatsoever.

- (39) 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 Floor/ 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 Floor/ 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.
- (40) 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.
- (41) Timely Payments by the Applicant(s) shall be the essence of this transaction. If the Applicant(s) neglects, omits or fails for any reason whatsoever to pay to the Company any of the installments or other amounts and charges due and payable by the Applicant(s) under the terms and conditions of this Application or by respective due dates thereof or if the Applicant(s) in any other way fails to perform or observe any of the terms and conditions on his/her part herein contained within the time stipulated or agreed to, the Company shall be entitled to cancel/terminate the booking/allotment forthwith and forfeit the Earnest Money along with the interest accrued thereon and late payment charges and any other amount of a non-refundable nature.
- (42) 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 Floor/ 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.
- (43) 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 Floor/ Villa or the receivables, if any, accruing or likely to accrue therefrom, subject to the Floor/ 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 Floor/ 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 Floor/ Villa in favour of the Applicant shall be executed only upon the Company receiving no-objection certificate (NOC) from such financial institutions/banks.
- (44) 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

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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 Floor/ 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 Floor/ 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 Floor/ 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.

- (45) 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).
- (46) It is made abundantly clear that in respect of all remittances related to acquisition/transfer of the Floor/ 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.
- (47) 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 Floor/ Villa applied for herein in any way. The Company shall issue receipts for payment in favor of the Applicant(s) only.
- (48) The Applicant(s) has specifically acknowledged with the Company that the allotment of the Floor/ 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 Floor/ Villa and such other conditions as per the applicable laws.
- (49) The Applicant(s) understands and confirms that the allotment of the Floor/ Villa made shall not be construed as sale or transfer under any applicable law and the title to the Floor/ 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.
- (50) The Applicant(s) understands and agrees that the sale consideration of the "Unit" comprises of the cost of construction rates applicable on December 1, 2010 amongst other components. The Applicant(s) further recognizes that due to a normal 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 on December 1,

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2010 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:

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

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

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

CL<sub>1</sub> = Cost index of CPWD on December 1, 2011 of "Unit"

CL<sub>2</sub> = Cost index of CPWD on December 1, 2012 of "Unit"

CL<sub>3</sub> = Cost index of CPWD at the time of offer for possession "Unit".

**(Please file the details)**

- (51) That the Applicant(s) understands and agrees that the Company shall not entertain in 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 Floor/ 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 Floor/ 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 Floor/ 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.
- (52) The Applicant(s) shall use and occupy the Floor/ Villa for residential purposes in such manner and mode as may be provided in the Buyer's Agreement.
- (53) The provisional allotment of the Floor/ Villa as well as the allotment thereafter of the Floor/ 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 Floor or the Company is unable to deliver possession of the Floor/ 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

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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 Floor/ 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.

- (54) That the Applicant(s) understands and agrees that on becoming a member of the association of Floor/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 Floor/Villa owners at any time in future
- (55) 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).
- (56) 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).
- (57) The Company, at its sole discretion, may decide not to allot any or all Floor/ 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 the amount paid by the Applicant(s) to the Company . Further, the provisional and/or final allotment of the Floor/ 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
- (58) The Applicant(s) has understood and has specifically acknowledged that the Company may finally allot/sell/convey the ownership of the Floor/ Villa by way of any other mode of sale/conveyance including but not limited to allotment/purchase of shares of ownership of the Floor/ 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 Floor/ 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 Floor/ Villa by the Company by way of allotment of shares, the terms 'purchase/allotment of Floor/ Villa' shall stand substituted by the term 'purchase/allotment of shares linked to exclusive use/ownership of the Floor/ Villa' throughout the application and these terms and conditions.
- (59) The Applicant(s) understands and confirms that the allotment of the Floor/ Villa made shall not be construed as sale or transfer under any applicable law and the title to the Floor/ 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

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conveyance/sale deed in his favour.

- (60) 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, decided not to allot any or all Floor/ 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 the amount paid by the Applicant(s) to the Company. Further, his provisional and/or final allotment of the Floor/ 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.
- (61) 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 Floor/ Villa under the Project. Similarly, in the case of Company applying for the Floor/ Villa(s), should sign through authorized personnel enclosing an authority letter/board resolution
- (62) 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.
- (63) The Company shall be accepting all payments from 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 credits shall be deemed to be the date of payment of an installment by the Applicant(s).
- (64) 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
- (65) The Company reserves the right to transfer ownership of the Project "Astaire Gardens" at Sector 70A, 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.
- (66) 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 Floor/ Villa Buyers Agreement regardless of the place of execution of this application which is deemed to be at New Delhi

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

1. \_\_\_\_\_

X

Signature of the Applicant(s)

Place \_\_\_\_\_

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

X

Signature of the Applicant(s)



## **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-parcener'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.