



APPLICATION FORM



BPTP RESORT (P) LIMITED
Application for Allotment by Sale of Residential Flat in
“The Resort”, Parklands, Faridabad (Haryana)

To,
BPTP RESORT (P) LIMITED
M-11, Middle Circle,
Connaught Circus,
New Delhi -110001.

Dear Sir,

I* request that I may be allotted a Residential Flat tentatively admeasuring _____ sq.ft. (_____sq. mtrs.) Super area in Housing Complex, The Resort, Parklands, Faridabad, Haryana under your Down Payment [] Time Linked Payment Plan [], Subvention Scheme [].

I have paid a sum of Rs. _____ (Rupees _____ only) by Bank Draft/Cheque datedas 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 Residential Flat 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 residential Flat 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.

I understand and agree that the allotment shall become final only after I sign and execute the necessary documents/affidavit including Standard Flat Buyer's Agreement on the company's Standard format and 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 Flat, I shall be bound to purchase the same and will execute all the necessary documents, affidavits, including Standard Flat Buyer's Agreement as stated herein. If, however, I fail to execute the necessary documents/Affidavits including Standard Flat Buyer's Agreement within the stipulated time from the date of offer of allotment by the Company, then this Application shall be treated as cancelled only at the sole discretion of the Company. I am making this application with the full knowledge that the Company along with its associate companies are in the process of developing the Colony and shall make the allotment of Flat in due course of time, subject to availability. I agree to the allotment of the Flat by lottery/draw of lots to be conducted 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.

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

* 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.

1. SOLE OR FIRST APPLICANT(S)

*Mr./Mrs./Ms. _____

*S/W/D/o _____

*Nationality _____

Status:

*Resident/NRI/PIO _____

*Age _____ years, Profession _____ Service _____

*Customer Code.....(In case of existing customer of BPTP Ltd.)

*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 _____

Status:

*Resident/NRI/PIO _____

*Age _____ years, Profession _____ Service _____

*Customer Code.....(In case of existing customer of BPTP Ltd.)

*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 _____

Status:

*Resident/NRI/PIO _____

*Age _____ years, Profession _____ Service _____

*Customer Code.....(In case of existing customer of BPTP Ltd.)

*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)

Please affix
your
photograph
here

PRICE LIST	
Super Areas (in sq. ft.)*	
Tower	Price
A, E, R	Rs. 4500/-per Sq. Ft.
B, G	Rs. 4250/-per Sq. Ft.
F	Rs. 4000/-per Sq. Ft.
* Areas mentioned above are tentative & may vary + 15% in Super Area.	
Other Charges	
***DC(Development Charges)	Rs. 469/-per Sq. Ft
PLC (Preferential Location Charges):	
Park Corner	5% of BSP
Corner	3% of BSP
Pent House	5% of BSP
Landscape / Park Facing	5% of BSP
Club Facing	5% of BSP
Ground Floor	5% of BSP
First Floor	4% of BSP
Second Floor	4% of BSP
Third Floor	3% of BSP
Fourth Floor	3% of BSP
Fifth Floor	3% of BSP
Top Floor	5% of BSP
2nd Last & 3rd Last Floor	3% of BSP
Corner Club	5% of BSP
Stand Alone Tower-Green Facing Area	5% of BSP
Reserved Car Parking	Rs. 3,00,000/- per slot
IFMS (Interest Free maintenance Security)	Rs. 25/-per sq ft
Club Membership Charges	Rs. 2,00,000/-per family
FFC (Fire Fighting Charges) + PBIC (Power Back Up Installation Charges)	100/- per sq.ft.
TIME LINKED PAYMENT PLAN	
Booking Amount	10 % of BSP#
Within 45 days from the booking	10% of BSP
Within 90 days from the booking	10% of BSP + 20 % of Allied charges#
Within 135 days from the booking	10% of BSP + 20 % of Allied charges#
Within 180 days from the booking	10% of BSP + 20 % of Allied charges#
Within 225 days from the booking	10% of BSP + 20 % of Allied charges#
Within 270 days from the booking	10% of BSP + 20 % of Allied charges#
Within 315 days from the booking	10% of BSP
Within 360 days from the booking	10% of BSP
At the time of offer for Possession	10% of BSP+IFMS+Registration charges + Stamp Duty#
Down Payment Plan	
Booking Amount	10% of BSIGVVIGGVGIVGIVGIVP#
On or before 90 days from booking	Complete 95% of BSP + 100% Allied Charges
At the time of Possession	5% of BSP + IFMS + Registration + Stamp Duty
Allied Charges includes PLC + DC + CPC + Club Membership Charges.	
Subvention Payment Plan	
Booking Amount	10% of BSP
Within 45 days of booking	10% of BSP
Within 90 days from booking	75% of BSP + 100% Allied Charges (To be disbursed from HDFC.)
On offer of possession	5% of BSP

** Development Charges” or “DC” shall mean the amount charged by the Company from the Applicant(s) towards the internal and external development works within the Group Housing Colony including but limited to the payment of External Development Charges (EDC) and Infrastructure Development Charges (IDC) as presently charged and / or as may be demanded in future by the HUDA, DTCP or the Government of Haryana including interest thereon as payable, any other charge demanded by the Govt. authorities in future and the cost of such other development works as may be undertaken by the Company within the Group Housing Colony that are not charged specifically elsewhere. The final amount of Development Charge shall be determined upon finalization of EDC by the Government.

4. Residential Flat in The Resort, Parklands, Faridabad, Haryana

Type _____

Flat No. _____ Floor No. _____ Building Block No. _____

Super Area _____ Sq. ft. _____ Sq. Mtrs. (approx.)

A. Basic Sale Price @ Rs. _____ per sq. ft. of the super area _____

B. Preferential location Charges, if applicable :

i) @ Rs. _____ per sq. ft. of the super area _____

ii) @ Rs. _____ per sq. ft. of the super area _____

iii) @ Rs. _____ per sq. ft. of the super area _____

Total price payable for PLC: _____

C. Parking Space Charges _____ (Lump Sum)

(Covered/Open)

D. Interest Free Maintenance Security (IFMS): Rs. _____ per sq. ft. super area

E. Development Charge (DC) : Rs. _____ per sq. ft. Super Area.

F. Electric Connection Charge (ECC) + Fire Fighting Charge (FFC) + Power back-up Installation Charges (PBIC):
: Rs. _____ per sq. ft.

G. Club Membership Charges (CMC): Rs. _____ per sq. ft.

H. Any other Charges : Rs. _____ /-

PAYMENT PLAN: DOWN PAYMENT PLAN [] / TIME LINKED PAYMENT PLAN [] / SUBVENTION SCHEME []

Note:-

Payments to be made by A/c Payee Cheque(s) / Demand Draft(s) in favour of “BPTP Resort Pvt. Ltd.”, payable at New Delhi / Delhi only and only upon encashment of the cheque, the application will be considered for security.

Sales Organiser's Name & Address:

DECLARATION:

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

6. Sales Organiser's Name & Address :

7. DECLARATION:

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

Flat No. _____, Block No. _____ Floor _____

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

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

Preferential location Charges,

if applicable : Rs. _____ Lump sum

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

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

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

5. Payment received vide Cheque/DD/Pay Order No. _____ dt _____ 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

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

THE RESORT, PARKLANDS, FARIDABAD (HARYANA)

The terms and conditions given below are of indicative nature with a view to acquaint the applicant with the terms and conditions as comprehensively set out in the Standard Flat Buyer's Agreement which would be executed between the Applicant(s) and the Company.

1. The Applicant(s) has applied for allotment of a Residential Flat with full knowledge of all the laws/notifications and rules applicable to this area in general and this Housing Complex in particular which have been explained by the Company about the Standard Flat Buyer's Agreement and perused/understood by him/her/it.
2. The Applicant(s) has satisfied himself/herself about the rights, interest and title of the Company to sell and market the said Flat and right and title of the Company in the land on which the said Flats are being developed and the license that has been issued in favour of the Company. The applicant has understood all limitations and obligations in respect thereof. The Applicant(s) agree(s) that he does not require any investigation on this and that there will not be any further investigations or objections by him/her/it in this respect.
3. The Applicant(s) shall execute the Standard Flat Buyer's Agreement with the Company, within 15 days from the date of communication along with the affidavits, declarations and undertakings contained therein and compliance of the terms and conditions of the Standard Flat Buyer's Agreement.
4. The Applicant(s) hereby agrees and undertakes to execute the Maintenance Service Agreement ("Maintenance Agreement") in the standard format prescribed by the Maintenance Service Provider/Company, which is applicable to all the Flat owners. Due execution of the Maintenance Agreement shall form a condition precedent to handing over the possession and/or execution of conveyance deed of the said Flat. The Applicant(s) further undertakes to pay the required Security Deposit and maintenance charges as may be applicable by the Company/Maintenance Service Provider from the date within 30 days of the offer of possession or actual possession, whichever is earlier, to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Service Provider from time to time. Refusal to execute the Maintenance Agreement by the Applicant(s) shall also entitle the Company to terminate the allotment and forfeit the earnest money.
5. The Applicant(s) understands and agrees that the Super Area of the Flat shall be the sum of Covered Area of the Flat and its non-exclusive prorata share of Common Areas in the Colony up to its periphery including all elevation features/projections.
6. The Applicant(s) shall make all payments of the agreed sale price of the said Flat as per the Payment Plan on the super area, along with the other charges as mentioned or stipulated therein, the Applicant(s) shall further make payment of registration charges, stamp duty and other incidental expenses as and when demanded by the Company to enable it to convey the said Flat in favour of the Applicant(s). The Applicant(s) shall make all the payments irrespective of any issues between the Applicant(s) and the Company with respect to any other matter contained in the Agreement or even otherwise. Any default in payment or non-payment shall be considered and deemed to be fundamental breach of the Standard Flat Buyer's Agreement. Timely payment of all installments demanded by the Company shall be the essence of this offer for booking of the residential flat.
7. The Applicant(s) understands and agrees that the total Sale Consideration shall include, but not limited to, Basic Sale Price, DC, PLC, CMC, IFMS, CPC, ECC, FFC, PBIC, Administrative Charges and, or any other charges including any enhancements on any of these constituents as per the demands raised by the Company to the Applicant(s) in respect to the Flat, in accordance with the terms of the Agreement. However, the Non-Refundable Amount shall not form the part of the total Sale Consideration.
8. The Applicant(s) agrees and undertakes to pay the Basic Sale Price, Development Charges, Preferential Location Charges (for superior location, Corner Flats etc.), Car Parking Space Charges, IFMS, ECC, FFC, PBIC, Club Membership Charges, VAT, Service Tax, Maintenance Charges, and all other charges as may be communicated from time to time. The Applicant(s) shall be further liable to pay any enhanced Development Charges, or any tax/charges including any Fresh Incidence of Tax as maybe levied by the Government of Haryana/Competent Authority/ Central Government, even if it is retrospective in effect as and when demanded by the Company on the super area of the Flat without any demur and protest.
9. The Applicant(s) further understands and agrees that in case the Applicant(s) fails to make payment of the amount against the first demand raised by the Company after booking / registration of the Flat then in such event his offer for booking/registration in respect of the residential Flat applied for shall be cancelled and the amount deposited by the Applicant(s) at the time registration / booking shall be forfeited. The Applicant(s) undertakes that he shall not raise any dispute or claim of any nature whatsoever in this regard.
10. That the Applicant(s) understand that 1 (one) Parking Space which would be allotted to him shall be an integral part of the said Flat which cannot be sold/dealt with independent of the Said Flat. The Company at its own sole discretion shall provide open car parking space to the Applicant(s) at the time of possession subject to availability and the Company's decision in this regard shall be final and binding on the Applicant(s). All clauses of this

Application(s) and Flat Buyer Agreement pertaining to the allotment, possession, cancellation etc. shall apply mutatis mutandis to the Parking Space(s) so provided, wherever applicable. The Applicant(s) agrees that the Basic Sale Price of the flat is exclusive of reserved car parking space provided to him/her for his/her exclusive use. The Applicant(s) agrees that Parking Space(s) provided to the Applicant(s) shall not be a part of common areas of the Said Building/ Said Complex for the purpose of the declaration which may be filed by the Company under Haryana Apartment Ownership Act, 1983. As the reserved parking space is an integral part/amenity of the Flat, the Applicant(s) undertakes not to sell /transfer/deal with the reserved parking space independent of the Flat.

11. The Applicant(s) agrees that he shall be liable to pay all other charges to the Company/Maintenance Service Provider, as the case may be, as per the Flat Buyers Agreement and the charges as enumerated in the Maintenance Agreement without any protest or demur.
12. Subject to the Applicant(s) making all payments and providing all documents under this Application including but not limited to:-
 - a) The total price of the Flat and the parking space allotted to him;
 - b) Payment of all securities payable to the Company or Maintenance Agency, as the case may be;
 - c) Interest, penal interest etc. on delayed installments;
 - d) All other dues, as set forth in this Application or as demanded by the Company from time to time prior to the execution of the conveyance deed with respect to the Flat, the Company, shall prepare and execute, along with the Applicant(s), a conveyance deed to convey the title of the said Flat in favour of Applicant(s) within a reasonable time.
13. The Applicant(s) agrees that if the Government /concerned authority imposes any charges in respect of (a) Electrification Charges (including pro-rata cost of purchasing and installing transformers, (b) Cost of installing Sewerage Treatment Plant/ Effluent Treatment Plant/ Pollution Control Devices (c) Firefighting Charges or any other facilities as may be required or specified by the Government or DTCP, the same shall be payable by the Applicant(s).
14. The Company is in the process of developing the said Housing Complex in accordance with the provisions as applicable by the Competent Authority, which have been explained and understood by the Applicant(s). However, if any changes in the layout plan and/or drawings are required by any statutory authority(s) of Govt., or otherwise, the same may be affected suitably, to which the Applicant(s) has agreed and has given his/her/its consent. However, if as a result thereof, there be any change in the location, preferential location, number, boundaries or area of the said Flat, the same shall be valid and binding on the Applicant(s). Further, if there is any increase or decrease in the super area of the said Flat, revised price shall proportionally be determined by the Company on the basis of the original rate.
15. That 15% of the total sale consideration on the total super area of the Flat shall constitute the "Earnest Money". Timely payment of each installment of the total sale consideration i.e. basic sale price and other charges as stated herein is the essence of this transaction/ agreement. In case payment of any installment as may be specified is delayed, then the Applicant(s) shall pay interest on the amount due @ 18% p.a. compounded at the time of every succeeding installment or three months, whichever is earlier. However, if the Applicant(s) fails to pay any of the installments with interest within three (3) months from the due date of the outstanding amount, the Company may at its sole option forfeit the amount of Earnest Money and other charges including late payment charges and interest deposited by the Applicant(s), and any other amount of a non-refundable nature including brokerage charges paid by the Company to the broker in case the booking is done through a broker and in such an event the Allotment shall stand cancelled and the Applicant(s) shall be left with no right, lien or interest on the said Flat and the Company shall have the right to sell the said Flat to any other person. Further the company shall also be entitled to terminate/cancel this allotment in the event of defaults of any terms and conditions of this application.
16. The Subject to Clause 38 herein or any other circumstances not anticipated and beyond control of the Company and any restraints/restrictions from any courts/authorities and subject to the Applicant(s) having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement including but not limited timely payment of total Sale Consideration and Stamp Duty and other charges and having complied with all provisions, formalities, documentation etc., as prescribed by the Company, whether under this Agreement or otherwise, from time to time, the Company proposes to hand over the possession of the Flat to the Applicant(s) within a period of 12 months from the date of sanction of the building plan or execution of Flat Buyer's Agreement, whichever is later . The Applicant(s) agrees and understands that the Company shall be entitled to a grace period of 180 (One Hundred and Eighty) days, after the expiry of 12 months, for finishing work & applying and obtaining the occupation certificate in respect of the Colony from the concerned authority. The Company shall give Notice of Possession to the Applicant(s) with regard to the handing over of possession, and in the event the Applicant(s) fails to accept and take the possession of the said Flat within 30 days of, the Applicant(s) shall be deemed to be custodian of the said Flat from the date indicated in the notice of possession and the said Flat shall remain at the risk and cost of the Applicant(s).
17. Subject to remittance and adherence, as stated herein as well as the Standard Flat's Buyer Agreement, if the Company fails to offer Possession of the Flat within the stipulated time as stated hereinabove, it shall be liable to pay to the Applicant(s) compensation calculated @ Rs. 5/- (Rupees Five only) per sq. ft. for every month of delay

thereafter until the actual date fixed by the Company for handing over of Possession which the both parties agrees is a reasonable estimate of the damages that the Applicant(s) may suffer and the Applicant(s) agrees that it shall have no other rights or claim whatsoever. The adjustment of such compensation shall be done only at the time of execution of Conveyance Deed. The Applicant(s) further agrees and confirms that in the event of the Company abandoning the construction and the development of the Flat, this Application shall stand terminated and will be treated to have been terminated with mutual consent and subject to the Applicant(s) not being in default of any of the terms of this Application, the Company shall refund the actual amount paid the Applicant(s) without any interest thereon.

18. The Applicant(s) has fully understood and agrees that in case the Applicant(s) withdraws or surrenders his application for the allotment for any reason whatsoever at any point of time, then the Company at its sole discretion may cancel/terminate the Booking/Allotment/Application and shall forfeit the amounts paid/deposited up to the Earnest Money as stated hereinabove, and may refund the balance amount to the Applicant(s), if applicable, without any interest and compensation whatsoever after deduction of any interest amount, due or payable, and any other amount of a non-refundable nature including brokerage charges paid by the Company to the broker in case the booking is done through a broker within (120) One Hundred Twenty Days from the date of full realization of the sale price after the sale of the Flat by the company to any third Party
19. Timely Payments by the Applicant(s) shall be the essence of this transaction. If the Applicant(s) neglects, omits or fails for any reason whatsoever to pay to the Company any of the installments or other amounts and charges due and payable by the Applicant(s) under the terms and conditions of this Application or by respective due dates thereof or if the Applicant(s) in any other way fails to perform or observe any of the terms and conditions on his/her part herein contained within the time stipulated or agreed to, the Company shall be entitled to cancel/terminate this allotment forthwith and forfeit the Earnest Money along with the interest accrued thereon and late payment charges and any other amount of a non-refundable nature.
20. That the Applicant(s) understands, confirms and agrees that in case of any subsequent payment of installment, the payment made shall firstly 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.
21. The Applicant(s) shall take possession of the said Flat after making the full payment and get the Conveyance Deed executed within 30 days from the date of the Notice of possession issued by the Company subject to terms and conditions of the Flat Buyer's Agreement
22. The Applicant(s) shall not use the said Flat or permit the same to be used for any purpose other than residential as sanctioned by the Director, Town & Country Planning, Haryana, Chandigarh, or shall not use the same in a manner which is likely to cause nuisance to neighboring residents or for any illegal or immoral purposes.
23. The Applicant(s) shall get his/her/its complete address registered with the Company and it shall be his/her/its responsibility to keep the Company informed by registered A/D letter of the change of address, failing which all demands will be deemed to have been received by the Applicant(s) or served upon the Applicant(s) at the time when those would ordinarily reach such address. In case of any change of address, the Applicant(s) shall without fail get the address recorded in the books of the Company. The receipt of any communication of the Company at the new address of the Applicant(s) would confirm that change of address has been duly recorded in the books of the Company. The Applicant(s) will be fully liable for any default in payment and/or other consequences that might accrue therefrom. That it is hereby clarified that in case of joint Applicant(s), all communications, demand notices, termination/cancellation letter, refund, etc., shall be sent by the Company to the Applicant(s) whose name appears first and at the address and to receive its confirmation in writing given by him/her/it which shall for all purposes be considered as service on all the Applicant(s) and no separate communication will be made or sent to the other named Applicant(s).
24. That the allotment letter issued by the Company allotting the Flat in the said Housing Complex shall be binding on the Applicant(s) to purchase the same and the Applicant(s) will have to execute all the necessary documents, affidavits, including Standard Flat Buyer's Agreement as stated herein. It is specifically understood by the Applicant(s) that upon execution, the terms and conditions as set out in the Flat Buyer's Agreement shall supercede the terms and conditions as set out in this application. If, however, Applicant(s) fails to execute the necessary documents/affidavit including Standard Flat Buyer's Agreement, within stipulated time and/or fifteen (15) days from the date of offer of allotment and/ or from the date of communication by the Company, then this application for allotment shall stand cancelled/terminated at the sole discretion of the Company and the Earnest Money shall stand forfeited and Applicant(s) shall be left with no rights or interest or claims in respect of the said application/allotment and the Company may refund the balance amount to the Applicant(s), if applicable, without any interest after deduction of any interest amount, due or payable, and any other amount of a non-refundable nature within (120) One Hundred Twenty Days from the date of full realization of the sale price after the sale of the Flat by the company to any third Party. No compensation or interest or any charges shall be paid by the company to the Applicant(s)..
25. The Applicant(s) agrees that the allotment, number, size and location of the Flats are tentative and may change during the completion of the Housing Complex. The Company reserves the right to change the allotment, location, size, increase or decrease the number of Flats offered in the Scheme, "The Resort", Parklands, Faridabad. The Company also reserves the right to delete/withdraw some/all Flats depending on the circumstances. The Applicant(s) shall not have any right to object in this regard.

26. The Applicant(s) understands and agrees that he shall apply for the Home Loan, if required, to any Bank/Financial institution at his sole discretion and responsibility. The Applicant(s) agrees and understands that it shall not be the responsibility or liability of the Company to make arrangements or facilitate in sanctioning and disbursement of the Home Loan to the Applicant(s). The Applicant(s) further understands and agrees that the Company shall not be held responsible in any manner whatsoever in the event his application, if any, for Home Loan in respect of the said Flat is rejected by any Bank/ Financial institution and the loan is not sanctioned and disbursed. The Applicant(s) understands and agrees that the Home Loan is a facility and not a condition to the sale of the Flat and that his liabilities to pay the installments 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 Flat 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.

27. The Applicant(s) understands and agrees that he shall have a mere contingent right to transfer his rights in the said Flat in the name of his nominee(s) at any time prior to making the payment of entire Sale Consideration in respect to the said Flat, subject to the absolute discretion of the Company granting or refusing such permission and also subject to the conditions/compliances as may be required to be fulfilled by the Applicant(s) as a pre-condition for granting such permission. The Applicant(s) further understands and agrees that he shall not be entitled to transfer his rights in the Flat in the name of his nominee(s) until and unless the Applicant(s) has paid 30% of the Basic Sale Price to the Company.

The Applicant(s) further agrees and confirms that in case the Applicant (s) transfers his allotment of the said Flat in the name of the nominee(s)/assignee(s)/transferee(s) in any manner whatsoever without the prior permission/approval of the Company, the same shall be treated as null and void and such transfer shall not be binding on the Company.

The Applicant(s) belonging to defence and paramilitary services, whether serving or retired, who may be given special rate by the Company as well as any corporate deal entered into by the Company at special rate, no transfer of residential Flat shall be allowed by the Company till the time of handing over possession of the residential Flat.

28. That for all intents and purposes and for the purpose of the terms and conditions set out in this application, singular includes plural and masculine includes the feminine gender.

29. The Applicant(s) agrees that the Company shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of receivables of the said Flat subject to the said Flat being free from any encumbrances at the time of execution of Sale Deed. The Company/financial institution/bank shall always have the first lien/charge on the said Flat for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the construction.

30. The Applicant(s) shall indemnify and keep the Company, its agent, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Applicant(s) as mentioned in the Application and Flat Buyers Agreement.

31. The Applicant(s) (in case of an NRI/PIO) agrees that he shall be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act. 1999(FEMA), rules and regulation of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property, etc and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Application. The Applicant(s) agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, the Applicant(s) shall alone be liable for any action under FEMA. The Applicant(s) shall keep the company fully indemnified and harmless in this regard. The Company shall not be responsible towards any third party making payments, remittances on behalf of any Applicant(s) and such third party shall not have any right in this Application in any way and Company shall issue the payment receipts in favour of the Applicant(s) only.

32. The Applicant(s) has specifically acknowledged to the Company that the allotment of the Flat shall be subject to the strict compliance of bye laws, rules etc. that may be issued by the appropriate authority and framed by the Company for occupation, use and transfer of the Flat and such other conditions as per the applicable laws.

33. The Applicant(s) has confirmed and assured the Company that he has read and understood the Haryana Apartment Ownership Act, 1983, and its implications thereof in relation to the various provisions of this Application and the Applicant(s) has further confirmed that he is in full agreement with the provisions of this Application in relation to Haryana Apartment Ownership Act, 1983, and shall comply, as and when applicable and from time to time, with the provisions of Haryana Apartment Ownership Act, 1983, or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the subject matter of this Application.

34. The Applicant(s) understands that this Application is purely on tentative basis and the Company may at its sole discretion decide not to allot any or all the Flats to anybody or altogether decide to put at abeyance the Housing Complex itself, for which the Applicant(s) shall not have a right to raise any dispute or claim any right/title/interest on the acceptance of the Application and receipt of the booking amount being received by the Company with this

Application from the Applicant(s). In such case, the Applicant(s) shall be entitled to refund of the entire amount without any interest.

35. The Applicant(s) understands and confirms that the allotment of the Flat made shall not be construed as sale or transfer under any applicable law and the title to the Flat hereby allotted shall be conveyed and transferred to the Applicant(s) only upon his fully discharging all the obligations undertaken by the Applicant(s) including payment of the entire sale consideration and other applicable charges/dues and only upon registration of the Conveyance/Sale deed in his favour.
36. 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 materials, 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 allotment, 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:

$$\left(\frac{\text{Rs...../SqMt}}{\text{Number of Years (3)}} \times \frac{\text{CL1+CL2+CL3}}{\text{CLSL}} \right) - \text{Cost of construction at the time of booking}$$

Rs/sq mt = Cost of construction at the time of booking of 'Built Up Unit'

CLSL= Cost indices of CPWD on the day of booking of 'Built Up Unit'

CL1= Cost indices of CPWD one year from the date of booking of 'Built Up Unit'

CL2= Cost indices of CPWD two year from the date of booking of 'Built Up Unit'

CL3= Cost indices of CPWD three year from the date of booking of 'Built Up Unit'

(Please file the details).

37. That the Applicant(s) understands and agrees that the Development Charges in schedule of payment include External Development Charges and Infrastructure Development Charges as applicable as per the LOI No.5 DP (IV) – 2006/ 17837. The Applicant(s) understands and agrees that the final amount of Development Charge shall be determined by the Company upon finalization of EDC including interest / penal interest by the Government and shall include all such other charges / interests as may be demanded by the Government whether with immediate effect or retrospectively and shall be an integral part of the sale consideration payable by the Applicant(s).
38. The Applicant(s) agrees that in case the Company is unable to deliver the said Flat to the Applicant(s) for his occupation and use due to (a) any legislation, order or rule or regulation made or issued by the Government or any other authority, (b) if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for any reason whatsoever, (c) if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent Authority(ies) become subject of any suit/writ before a Competent Court, (d) due to force majeure conditions, or (e) any other circumstances beyond the control of the Company or its officials, then the Company may cancel the allotment of the said Flat in which case the Company shall only be liable to refund the amounts received from the Applicant(s) without any interest or compensation whatsoever.
39. The Applicant(s) agrees that the Company shall have the right to transfer ownership of the said Housing Complex in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/disposal/or any other arrangements as may be decided by the Company without any intimation, written or otherwise to the Applicant(s) and the Applicant(s) shall not raise any objection in this regard.
40. The Applicant(s) further agrees and gives his consent that in case at any point of time during the construction of the Housing Complex or thereafter, but before grant of possession if FAR is increased for any reason including change of law or for any other reason whatsoever then the Company shall be allowed to utilize the same and may built further Flats or may construct further Flats in the said building subject to rules and regulation
41. The Company and/or its Associate Company reserves the right to alter any terms and conditions/clause of the Housing Complex at its discretion as and when considered necessary.
42. The Applicant(s) should correctly mention his/her Permanent Account Number (PAN) in the Application form, if the same is not provided then the Application may be summarily rejected. The application form should be signed by the person(s), or his/her Registered Power of Attorney, who want(s) to get the Flat under the Housing Complex. Similarly, in the case of Company applying for the Flat(s), should sign through authorized personnel enclosing an authority letter/board resolution.
43. The Company reserves the right to cancel the allotment of Flat(s) in case Allotment being obtained through misrepresentation and suppression of material facts and Company's decision in this regard shall be final.

44. All or any disputes arising out or touching upon or in relation to the terms of this application and/or Standard Flat Buyer's Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in New Delhi by a sole arbitrator appointed by the Company. The Applicant(s) hereby confirms that he/she shall have or raise no objection to this appointment. The Courts at New Delhi alone and the Delhi High Court at New Delhi alone shall have the jurisdiction in all matters arising out of/touching and/or concerning this application and/or Flat Buyers Agreement regardless of the place of execution of this application which is deemed to be at New Delhi.

I have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I understand that the terms and conditions given above are of indicative nature with a view to acquaint me with the terms and conditions as comprehensively set out in the Standard Flat Buyer's Agreement which shall supersede the terms and conditions set out in this application. I am fully conscious that it is not incumbent on the part of the company to send me reminders/notices in respect of my obligations as set out in this application and/or Standard Flat Buyer's Agreement and I shall be fully liable for any consequences in respect of defaults committed by me in not abiding by the terms and conditions contained in this application and/or Standard Flat Buyer's Agreement. I have sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the Company, I have now signed this application form and paid the monies thereof fully conscious of my liabilities and obligations including forfeiture of earnest money as may be imposed upon me. I further undertake and assure the Company that in the event of cancellation of my provisional and/or final allotment either by way of forfeiture or refund of my monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided in this application, I shall be left with no right, title, interest or lien on the Flat applied for and provisionally and/or finally allotted to me in any manner whatsoever.

Date:

Place:

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. Photograph in all cases.
- Broker Discount Note, in case of booking made through the broker.

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.



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DTCP Haryana has granted M/s Countrywide Promoters (P) Ltd. license no. 1210 to 1261 on 25/10/06 for development of group housing over 36.35 acres. The total no. of flats approved are 1752 & the building plan is approved vide memo no. 3619 on 14/02/08. There is a provision of 1 nursery school, 1 primary school & shopping area. Note- Approvals can be checked in the colonizer's office.

Site plan and unit plans are subject to minor changes that may occur during course of construction based on the working drawings which shall be regularized by the developer.

1 Sq.Mtr =10.764 Sq.ft