

BPTP LIMITED

Application for Allotment by Sale of a Residential Independent Floor at Parklands, Faridabad, Haryana



BPTP LIMITED

M-11, Middle Circle,
Connaught Circus,
New Delhi-110001

Dear Sir,

I/We request that I/We may be allotted a Built up Residential Floor on either ground with front lawn, first or second floor with part terrace right without any right of constructing any permanent structure, tentatively admeasuring about _____ sq. ft. (_____ sq. mtrs.) super built up area at Parklands, Faridabad, Haryana under your Down Payment [] Construction Linked Payment Plan [] Scheme.

I/We have paid a sum of Rs. _____ (Rupees _____ only) by Bank Draft/Cheque as booking amount, the details of which are mentioned in the Schedule attached hereto.

In the event of the company agreeing to allot a Built up Residential Floor as requested above, I/we agree to pay further installments of sale price and all other dues charges and taxes including fresh incidence of tax as stipulated in this application or which may be levied by the Government and the Standard Floor Buyer's Agreement and the Payment Plan as explained to me/us by the company and understood by me/us.

I/We have clearly understood that this application does not constitute an Agreement to Sell and I/We do not become entitled to the provisional and/or final allotment of Floor notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered with this application. It is only after I/we sign and execute the necessary documents/affidavit including Standard Floor Buyer's Agreement on the company's Standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Company. I confirm and undertake that upon acceptance of my payment by the company and allotment of the Floor, I shall be bound to purchase the same and will execute all the necessary documents, affidavits, including Standard Floor Buyer's Agreement as stated herein. If, however, I / We fail to execute the necessary documents/Affidavits including Standard Floor 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/We am/are making this application with the full knowledge that the Company along with its associate companies are in the process of developing the Colony and shall make the allotment of floor in due course of time, subject to availability. I agree to the allotment of Floor by lottery / draw of lots to be conducted by the Company.

I/We agree to abide by the terms and conditions of this Application including those relating to payment of sale price and other charges, forfeiture of booking amounts upto the earnest money as laid down hereinafter and the execution of the necessary documents/affidavit including Standard Floor Buyer's Agreement.

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

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

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

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SECOND APPLICANT(S)

Please affix
your
photographs
here

*Mr./Mrs./Ms. _____

*S/W/D/o _____

*Nationality _____

*Age _____ years - Profession _____ Service _____

Residential Status:

*Resident/NRI/PIO _____

*Income Tax Permanent Account No. _____

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

*Mailing Address: _____

PIN _____

*Tel No. _____ Fax No. _____

*Office Name & Address _____

PIN _____

*Tel.Nos. _____

*E-mail ID: _____ Mobile : _____

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THIRD APPLICANT(S)

Please affix
your
photographs
here

*Mr./Mrs./Ms. _____

*S/W/D/o _____

*Nationality _____

*Age _____ years - Profession _____ Service _____

Residential Status:

*Resident/NRI/PIO _____

*Income Tax Permanent Account No. _____

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

*Mailing Address: _____

PIN _____

*Tel No. _____ Fax No. _____

*Office Name & Address _____

PIN _____

*Tel.Nos. _____

*E-mail ID: _____ Mobile : _____

(For additional Applicant use separate sheet)

PRICE LIST

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| Plot size (Sq. yds.) | Floor | Built-up Area (Sq. ft.) | Lawn / Terrace (Sq. ft.) | Total Usable Area (Sq. ft.) | PLC (In Rs./ Lacs) | BSP (In Rs./ Lacs) | EDC+IDC (In Rs./ Lacs) |
|-------------------------------|-------|----------------------------|-----------------------------|--------------------------------|-----------------------|-----------------------|---------------------------|
| 180 3 BHK | GF | 876 | 420 | 1296 | 1.25 | 16.08 | 1.01 |
| | FF | 876 | 296 | 1172 | N/A | 16.08 | 1.01 |
| | SF | 876 | 338 | 1214 | N/A | 16.08 | 1.01 |
| 250 (Expandable) 3 BHK | GF | 1022 | 540 | 1562 | 1.25 | 20.56 | 1.39 |
| | FF | 1022 | 302 | 1324 | N/A | 20.56 | 1.39 |
| | SF | 1022 | 504 | 1526 | N/A | 20.56 | 1.39 |
| 250 (Luxury) 3 BHK + Study | GF | 1203 | 540 | 1743 | 1.25 | 22.37 | 1.39 |
| | FF | 1203 | 383 | 1586 | N/A | 22.37 | 1.39 |
| | SF | 1203 | 623 | 1826 | N/A | 22.37 | 1.39 |
| 300 4 BHK + Study | GF | 1418 | 625 | 2043 | 1.25 | 25.56 | 1.64 |
| | FF | 1418 | 452 | 1870 | N/A | 25.56 | 1.64 |
| | SF | 1418 | 725 | 2143 | N/A | 25.56 | 1.64 |

NOTE:

1. Built up area is equivalent to FAR area + balcony area.
2. Lawn and Terrace area are approx. and subject to change.
3. An upfront discount of 5% shall be allowed on all installments of BSP paid on or before due date.

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PAYMENT PLANS

OPTION - I

CONSTRUCTION LINKED PAYMENT PLAN

| | |
|------------------------------------|---|
| Booking Amount | 2 lacs (180 Sq.Yd.), 2.5 lacs (250 Sq.Yd.) & 3 lacs (300 Sq.Yd.) |
| Within 90 days of booking | Complete 25% of BSP |
| Within 150 days | 10% of BSP + 20% of PLC & EDC + IDC |
| At the start of construction | 10% of BSP + 20% of PLC & EDC + IDC |
| On casting of Ground Floor slab | 10% of BSP + 20% of PLC & EDC + IDC |
| On casting of 1st Floor slab | 10% of BSP + 20% of PLC & EDC + IDC |
| On casting of 2nd Floor slab | 10% of BSP + 20% of PLC & EDC + IDC |
| On completion of Brickwork | 10% of BSP |
| On completion of Flooring | 10% of BSP |
| At the time of offer of possession | 5% of BSP |

OPTION - II

DOWN PAYMENT PLAN (WITH 8% REBATE)

| | |
|------------------------------------|---|
| Booking Amount | 2 lacs (180 Sq.Yd.), 2.5 lacs (250 Sq.Yd.) & 3 lacs (300 Sq.Yd.) |
| Within 45 days of booking | Complete 87% of BSP + PLC & EDC + IDC |
| At the time of offer of possession | 5% of BSP |

PROPOSED SPECIFICATIONS

PARK ELITE FLOORS | PARKLANDS | FARIDABAD

| | |
|----------------------------|---|
| WALL FINISH | Living/Dining/Bed Rooms Painted in pleasing shades of Oil Bound Distemper Stairs Selected Marble/Granite Cladding External Façade Textured Paint Finish |
| FLOORING | Living/Dining Porcelain Vitrified Tiles Bed Rooms Laminated Wooden Flooring Kitchen Ceramic Tiles Toilets Ceramic Tiles Balcony Anti Skid Ceramic Tiles |
| KITCHEN | Dado Ceramic Tiles above working platform, rest Oil Bound Distemper Platform Granite Counter with single bowl stainless steel sink with drain board |
| TOILETS | Dado Selected Ceramic Tiles Fittings Granite/Marble Counter, white sanitary fixtures & contemporary styled CP Fittings. |
| DOORS & WINDOWS | Doors Seasoned hardwood frames with painted board shutters. Windows Aluminium / UPVC |
| ELECTRICAL | Conduit Copper electrical wiring for all light and power points |
| EXTERNAL AREAS | Organised green landscaped areas. Kids park in Parklands Jogging and walking track in Parklands Sitting areas Adequate street lighting & open area lighting. |
| PARKING | Open Car park per Floor/Flat |
| CLUB | Recreational Club of Parklands |
| SHOPPING | Convenient shopping centre for the residents of Parklands |

*Architects and The Developer reserve the right to alter the specifications and facilities

| | |
|---|--|
| 6 | <p>Residential Independent Floor at Parklands, Faridabad, Haryana</p> <ul style="list-style-type: none"> • Plot Size _____ • Super Built up Area _____ Sq. ft.(_____ Sq. Mtrs. approx.) <p>(Allotment will take place by way of lottery/draw of lots)</p> <p>For other charges please refer to the Price List as attached on page no. _____</p> |
| 7 | <p>Payment Plan: Down Payment Plan [] / Construction Linked Payment Plan []</p> <p>Note:</p> <p>Payments must be made by A/c Payee Cheque(s) / Demand Draft(s) in favour of “BPTP Ltd.”, payable at New Delhi / Delhi only and only upon encashment of the cheque, the application will be considered for scrutiny.</p> |
| 8 | <p>Sales Organiser's Name & Address:</p> <p>: _____</p> <p>_____</p> <p>_____</p> |
| 9 | <p>DECLARATION:</p> <p>I/We the applicant(s) do hereby declare that my/our application for allotment of a Floor with the Company is irrevocable and that the above particulars / information given by me/us are true and correct and nothing has been concealed there from. I hereby confirm and undertake that I/We have read and understood the terms and conditions as mentioned hereinafter which has been duly signed by me/us and further undertake to abide by the same.</p> |

Date:

Yours faithfully

Place:

Signature of Applicant (s)

FOR OFFICE USE ONLY

RECEIVING OFFICER: Name _____ Signature _____ Date _____

1. ACCEPTED / REJECTED

Floor No. _____, Block No. _____ Floor _____

Super 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 other charges and statutory charges or fresh incidence of tax if any shall be payable by the applicant as and when demanded by the Company or its designated maintenance agency for the said Project.

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: _____

Cleared by Stock on _____

Authorized Signatory

Signature

INDICATIVE TERMS AND CONDITIONS
FORMING A PART OF THIS APPLICATION FOR
ALLOTMENT OF A RESIDENTIAL FLOOR
AT
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 Floor 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 Floor with full knowledge of all the laws/notifications and rules applicable to this area in general and this Project in particular which have been explained by the Company about the Standard Floor 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 Floor and right and title of the Company in the land on which the said Floors are being developed and the license 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 there will not be any further investigations or objections by him/her/it in this respect.
3. The Applicant(s) shall execute the Standard Floor 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 Buyer's Agreement. The Applicant(s) shall execute the standard maintenance agreement with the Company or its nominated maintenance agency, as the case may be, at the time of possession. The Applicant(s) undertakes to pay the required Security Deposit and the maintenance charges as may be applicable and decided at the relevant time.
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 Floor owners. Due execution of the Maintenance Agreement shall form a condition precedent to handing over the possession and/or conveyance of the said Floor. The Applicant(s) further undertakes to pay 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) shall make all payments of the agreed sale price of the said Floor as per the Payment Plan on the super built up 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 Floor 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 Floor Buyer's Agreement.
6. The Applicant(s) shall make the payment of basic sale price, External Development Charges, Preferential Location Charges (for superior location, Floors etc.), Infrastructure development Charges, VAT, Maintenance Charges, IFMS & Security Deposits and all other charges as may be communicated from time to time. **The Applicant(s) shall be further liable to pay any enhanced External Development Charges**, Infrastructure 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 built up area of the Floor.(PLEASE CHECK)
7. The Applicant(s) agrees and undertakes to make payment of Preferential Location Charges (PLC) and any additional cost incurred by the Company for allotment of Preferential /Superior located Floor to the Applicant(s), as may be prescribed and decided by the Company.
8. The Applicant(s) shall be liable to make the payments on super built up area of the Floor in respect of the following but not limited to:
 - (a) Interest Free Maintenance Security Deposit (IFMS), Monthly Maintenance Charges (MC) as and when demanded by the Company and/or Designated Maintenance Provider.

9. The Applicant(s) shall also be liable to make the payment if applicable, in respect of (a) Electrification Charges (including pro-rata cost of purchasing and installing transformers), (b) Cost of installing Sewerage Treatment Plant/ Effluent Treatment Plant/ Pollution Control Devices (c) Firefighting Charges or any other facilities as may be required or specified by the Government or DTCP.
10. The Company is in the process of developing the said Project in accordance with the provisions as applicable by the Competent Authority, which have been explained and understood by the Applicant(s). However, if any changes in the layout plan and/or drawings are required by any statutory authority(s) of Govt., or otherwise, the same may be affected suitably, to which the Applicant(s) has agreed and has given his/her/its consent. However, if as a result thereof, there be any change in the location, preferential location, number, boundaries or area of the said Floor, the same shall be valid and binding on the Applicant(s). Further, if there is any increase or decrease in the super built up area of the said Floor, revised price shall proportionally be determined by the Company on the basis of the original rate.
11. That 25% of the total sale consideration shall constitute the **“Earnest Money”**. Timely payment of each installment of the total sale consideration i.e. basic sale price, EDC, IDC, PLC 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 the due date or time stipulated by the company, the Company may at its sole discretion forfeit the booking amount paid by the Applicant(s) up to the Earnest Money and other charges including late payment charges and interest deposited by the Applicant(s) and in such an event the Allotment/booking shall stand cancelled and the Applicant(s) shall be left with no right, lien or interest on the said booking or Floor if allotted and the Company shall have the right to sell the said Floor to any other person. Further the company shall also be entitled to terminate/cancel this allotment/booking in the event of defaults of any terms and conditions of this application.
12. Subject to clause 32 herein or any other circumstances not anticipated and beyond the control of the Company and any restraints/restrictions from any Court /authority and subject to the Applicant(s) having complied with all the terms and conditions of the present Application Form for allotment and the Applicant(s) not being in default of payment including but not limited to timely payment of the total Sale Consideration and Stamp Duty and other charges and having complied with all provisions, formalities, documentations etc. including the Standard Floor's Buyer Agreement, the Company proposes to handover the Possession of the Floor to the Applicant(s) within a period of 24 months from the date of issuance of the sanctioned letter of the Project. The Applicant(s) agrees and understands that the Company shall be entitled to grace period of 180 (One Hundred and Eighty) days, after the expiry of 24 months for applying and obtaining the Occupation Certificate in respect of the Project from the concerned authority. The Company shall give notice of Possession to the Applicant(s) with regard to the handing over of the possession and in the event the Applicant fails to accept and take possession of the Floor within 30 days of issuance of the notice, the Applicant(s) shall be deemed to be the custodian of the floor from the date indicated in the notice of possession and the Floor shall remain at the risk and cost of the Applicant(s).
13. Subject to remittance and adherence, as stated herein as well as the Standard Floor's Buyer Agreement, if, the Company fails to offer Possession of the Floor within a period of 30 months from the date of issuance of the sanction letter of the Project, 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 Floor, 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.
14. 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.
15. That any amount paid by the Applicant(s) shall first be adjusted towards earlier outstanding payments such as unpaid or partly paid installments, interest or other outstanding amounts, if any.
16. That the transfer/nomination of a Residential Floors wherein either the full payment has already been made or agreed schedule of payment of installments is over shall be allowed only through execution of Conveyance Deed/Sale Deed and the Company will charge an administrative fee as maybe decided by it for effecting changes/entries in its records.

In all other cases wherein full payment of the Floor has not been made/schedule of payment of installments is not yet over, transfer charges shall be levied as decided by the Company and the transfer will be effected in the manner and as per procedure formulated in this regard by the Company. It is specifically explained by the company and has been understood by the Applicant(s) that Company shall not allow any transfer / nomination until and unless the Applicant(s) / Allottee(s) has deposited or paid atleast 35% of total sale price with the Company.

17. That the Applicant(s) has fully understood and undertake(s) that in case he has been allotted top floor 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 on the terrace or violate rules and regulations as may be applicable to the building.
18. The Applicant(s) shall take possession of the said Floor 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 Floor Buyer's Agreement.
19. The Applicant(s) shall not use the said Floor or permit the same to be used for any purpose other than residential as sanctioned by the Director, Town & Country Planning, Haryana, Chandigarh, or shall not use the same in a manner which is likely to cause nuisance to neighboring residents or for any illegal or immoral purposes.
20. The Applicant(s) shall get his/her/its complete address registered with the Company and it shall be his/her/its responsibility to keep the Company informed by registered A/D letter of the change of address, failing which all demands will be deemed to have been received by the Applicant(s) or served upon the Applicant(s) at the time when those would ordinarily reach such address. 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 Purchaser(s), all communications, demand notices, termination/cancellation letter, refund, etc., shall be sent by the Company to the Applicant(s) whose name appears first and at the address and to receive its confirmation in writing given by him/her/it which shall for all purposes be considered as service on all the Applicant(s) and no separate communication will be made or sent to the other named Applicant(s).
21. The provisional and/or final allotment of the Floor is entirely at the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons thereof.
22. That the allotment letter issued by the Company allotting the Floor in the said Project shall be binding on the Applicant(s) to purchase the same and the Applicant(s) will have to execute all the necessary documents, affidavits, including Standard Floor Buyer's Agreement as stated herein. If, however, Applicant(s) fail to execute the necessary documents/affidavit including Standard Floor 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. No compensation or interest or any charges shall be paid by the company to the Applicant(s). It is specifically understood by the Applicant(s) that upon execution, the terms and conditions as set out in the Floor Buyer's Agreement shall supercede the terms and conditions as set out in this application.
23. The Applicant(s), after payment of the initial booking amount, shall get 5% rebate on timely payment of each installment and the rebate shall be credited in the account of the Applicant(s) simultaneously by the Company. However, 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 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). The Applicant(s) further understands and agrees that the rebate of 5%, as stated herein is only applicable to the timely payments of each installment and that the same is not applicable to the booking amount which the applicant has to pay in full. (please check)
24. That for all intents and purposes and for the purpose of the terms and conditions set out in this application, singular includes plural and masculine includes the feminine gender.
25. The Applicant(s) 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 Floor subject to the said Floor 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 Floor for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the construction.

26. The Applicant(s) shall indemnify and keep the Company, its agent, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Applicant(s) as mentioned in the Application and Floor Buyers Agreement.
27. The Applicant(s) (in case of an NRI/PIO) agrees that he shall be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act. 1999(FEMA), rules and regulation of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property, etc and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Application. The Applicant(s) agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, the Applicant(s) shall alone be liable for any action under FEMA. The Applicant(s) shall keep the company fully indemnified and harmless in this regard. The Company shall not be responsible towards any third party making payments, remittances on behalf of any Applicant(s) and such third party shall not have any right in this Application in any way and Company shall issue the payment receipts in favour of the Applicant(s) only.
28. The Applicant(s) has specifically acknowledged to the Company that the allotment of the Floor 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 Floor and such other conditions as per the applicable laws.
29. 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 Floors to anybody or altogether decide to put at abeyance the project itself, for which the Applicant(s) shall not have a right to raise any dispute 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.
30. The Applicant(s) understands and confirms that the allotment of the Floor made shall not be construed as sale or transfer under any applicable law and the title to the Floor 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.
31. That the basic sale value is escalation free but it is subject to revision/withdrawal, without notice at the sole discretion of the company, if there is an increase in the prices in the raw materials like steel, cement etc or any other cost or any other charges etc.
32. That the Applicant(s) understands and agrees that the EDC and other government charges have been calculated at the present value and any revision with retrospective effect will be payable by the Applicant(s).
33. The Applicant(s) agrees that in case the Company is unable to deliver the said Floor 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 Floor in which case the Company shall only be liable to refund the amounts received from the Applicant(s) without any interest or compensation whatsoever.
34. The Applicant(s) agrees that the Company shall have the right to transfer ownership of the said Project 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.
35. The Applicant(s) further agrees and gives his consent that in case at any point of time during the construction of the project 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 Floors or may construct further floors in the said building subject to rules and regulation. In that eventuality the usage right of the terrace of the building will be shared in equal proportion by all the floor owners except the ground floor.
36. The Company and/or its Associate Company reserves the right to alter any terms and conditions/clause of the Project at its discretion as and when considered necessary.

37. 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 under the Project. Similarly, in the case of Company applying for the Floor(s), should sign through authorized personnel enclosing an authority letter/board resolution.
38. The Company reserves the right to cancel the allotment of Floor(s) in case Allotment being obtained through misrepresentation and suppression of material facts and company's decision in this regard shall be final.
39. All or any disputes arising out or touching upon or in relation to the terms of this application and/or Standard Floor 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 Floor Buyers Agreement regardless of the place of execution of this application which is deemed to be at New Delhi.

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

SIGNATURE OF THE APPLICANT(S)

Date:

Place: