

BPTP LIMITED

Application for the Provisional Allotment of a Residential Plot in "Astaire Gardens" at Gurgaon, Haryana.

Application No.....

Dated.....

**BPTP Ltd.
M-11, Middle Circle,
Connaught Circus,
New Delhi-110001**

Dear Sirs,

I.....Son ofresident of..... wish to register my interest for the provisional allotment of a Residential Plot tentatively admeasuring _____ sq.yds (_____sq. mtrs.) 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 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 Plot 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 Residential Plot 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 Plot 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 Residential Plot, I shall be bound to purchase the same and will execute all the necessary documents, affidavits, including Standard Plot Buyer's Agreement as stated herein. If, however, I fail to execute the necessary documents/Affidavits including Standard Plot 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 the Residential Plot in due course of time, subject to availability. I agree to the allotment of the Residential Plot 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.

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.

(* fields are mandatory. It is mandatory for each applicant to sign each page. Incomplete form shall be liable for rejection by the company at its sole discretion at any stage)

X
Signature of the Applicant(s)

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

*Mailing Address: _____

_____ PIN _____

*Tel No. _____ Fax No. _____

Office Name & Address _____

_____ PIN _____

Tel.Nos. _____

*E-mail ID: _____ Mobile : _____

3

THIRD APPLICANT(S)

*Mr./Mrs./Ms. _____

*S/W/D/o _____

*Nationality _____

*Age _____ years, Profession _____ Service _____

Residential Status:

*Resident/NRI/PIO _____

*Income Tax Permanent Account No. _____

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

*Mailing Address: _____

_____ PIN _____

*Tel No. _____ Fax No. _____

Office Name & Address _____

	<p style="text-align: center;">_____</p> <p style="text-align: center;">_____ PIN _____</p> <p>Tel.Nos. _____</p> <p>E-mail ID: _____ Mobile : _____</p> <p>(For additional Applicant use separate sheet)</p>
4	<p>Residential Plot in “Astaire Gardens” at Sector – 70A, Gurgaon, Haryana</p> <p>DETAILS OF PLOT</p> <p>Plot No. _____, Block No. _____</p> <p>Area: _____ sq.mtr. (approx) _____ sq.yds.(approx.)</p> <p>A. Basic Sale Price Rs. _____ per sq. mtr (_____ per sq. yds.)</p> <p>* B. Development Charge (DC) Rs. _____ per sq. yds.</p> <p>C. Any other Charges : Rs. _____/-</p> <p>D. Any other Charges : Rs. _____/-</p> <p>E. Any other Charges : Rs. _____/-</p> <p>**F. Preferential Location Charges(PLC):</p> <p>i. Park Facing/ Adjoining Park: 10 % of BSP. Rs. _____/-</p> <p>ii. Corner: 10% of BSP. Rs. _____/-</p> <p>iii. Two Side Open: 10 % of BSP. Rs. _____/-</p> <p>iv. Roads 18 Mtrs wide and above: 10% of BSP. Rs. _____/-</p> <p>v. Roads 15 to 17 Mtrs wide: 5% of BSP. Rs. _____/-</p> <p>*Development Charges” or “DC” shall mean the amount charged by the Company from the Applicant(s) towards the payment of External Development Charges (EDC) and Infrastructure Development Charges (IDC) as presently charged by the HUDA, DTCP or the Government of Haryana and cost of such other development works as may be undertaken by the Company within the Colony which are not charged specifically anywhere else. The final amount of Development Charge shall be determined upon finalization of EDC by the Government.</p> <p>** PLC shall be applicable and payable by the Applicant (s) for the sum total of each and every applicable charge mentioned above, in addition to BSP. However, the sum total of all PLC shall not be more than 25% of BSP.</p>

PRICE LIST				
Plot Size (In Sq. Yd.)	Basic Sale Price (BSP) (Rs. per Sq. Yd.)	Inaugural Discount (Rs. per Sq. Yd.)	Net BSP (Rs. per sq. Yd.)	Development Charges (Rs. per Sq. Yd.)
350/ 550	57500	5000	52500	4400

Service Tax shall be payable extra by allottee(s).

All terms & conditions and other charges as per standard plot buyer's agreement.


The above prices are subject to revision/ withdrawl at any time without notice at the sole discretion of the company.

Payment Plan			Allied Charges
On Booking	15 /25 lacs		
Within 60 days of booking	Complete 20% of BSP		
Within 120 days of booking	15% of BSP		
Commencement Perimeter Fencing	15% of BSP	25% of DC + 50% of PLC	
Commencement of Laying of water / sewer lines	15% of BSP	25% of DC + 50% of PLC	
Commencement of Laying of roads	10% of BSP	25% of DC +50% of CMC	
Commencement of electrical infrastructure work	10% of BSP	25% of DC +50% of CMC	
Commencement of demarcation of individual plots	10% of BSP	100% of PBIC	
On offer of Possession	5% of BSP	All other charges including IFMS, UCC, MC, SF, CD	
<p>Note: The sequence of demand in the above mentioned payment plan may change subject to development on site. All the above payments shall be made on the commencement of the respective work in the colony.</p>			
<u>Down Payment Plan (with 10% rebate)</u>			
On Booking	15/ 25 lacs		
Within 60 days of booking	Complete 95% of BSP	100% of (DC+PLC+CMC+PBIC)	
On offer of possession	5% of BSP	All other charges including IFMS, UCC, MC, SF, CD	

X
Signature of the Applicant(s)

Allied Charges:

DC: Development Charges,PLC: Preferential Location Charges,CMC: Club Membership Charges
PBIC: Power Backup installation Charges.

5	PAYMENT PLAN: DOWN PAYMENT PLAN [] / CONSTRUCTION LINKED PAYMENT PLAN [] Note:- Payments to be made by A/c Payee Cheque(s) / Demand Draft(s) in favour of "BPTP Ltd.", payable at New Delhi / Delhi only.
6	Sales Organiser's Name , Address and date of booking:  :
7	DECLARATION: I the applicant(s) do hereby declare that my application for allotment of a Residential Plot 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

X
Signature of the Applicant(s)

RECEIVING OFFICER: Name _____ Signature _____

Date of receipt of booking form with cheque _____:

1. ACCEPTED / REJECTED

Plot No. _____, Block No. _____

Area: _____ sq.mtr. (Approx.) _____ sq.yds.(approx.)

2. Basic Sale Price Rs. _____ per sq. mtr (_____ per sq. yds.)

Preferential location Charges,

If applicable:

: @ Rs. _____ per sq. yd. of the plot area.

(Capped with 25% of BSP)

Note: All the payments towards Development Charges, Preferential Location charges (for superior location, park facing, corner plot, plot over & above 12mtr. Wide road etc.), 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

BROAD TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF RESIDENTIAL PLOT 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 Plot Buyer's Agreement.
- 2) The Applicant has made this application for provisional allotment of a Residential Plot in the Township with full knowledge of and subject to all the laws/notifications and rules applicable to this area in general and this Township in particular, which have been explained by the Company and understood by him/her.
- 3) The Applicant(s) shall execute the Standard Plot 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 Plot 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) agrees and undertakes to make payment of Basic Sale Price, Development Charges, and Preferential Location Charges (for superior location, park facing, corner plot, plot over & above 12mtr. Wide road etc.), IFMS, ECC, FFC, UCC, 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.
- 6) The Applicant(s) understands and agrees that the allotment of plot 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 Plot(s) 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 Plot(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 Plot inviting such charges be allotted to him / her.
- 7) The Applicant(s) understands and agrees that the computation of the total consideration of the Residential Plot 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 Plot Allottee(s), as the case may be, and shall make payment of such maintenance charges.
- 8) 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.
- 9) 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

X

Signature of the Applicant(s)

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 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 Residential Plot and the Company shall have lien on the Plot of the Applicant(s) for the recovery of such charges.

- 10) That 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 purchaser.
- 11) Out of the amount(s) paid/payable by the Applicant(s) towards the total sales consideration, the Company shall treat 25% (Twenty Five percent) of the total sale consideration as earnest money ("**Earnest Money**") to ensure fulfillment, by the Applicant of the terms and conditions as contained herein and as may be contained in the Buyer's Agreement. 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 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 Plot and the Company shall have the right to sell the said Plot 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.
- 12) 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 Rs.50,000/-.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 Residential Plot.
- 13) 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).
- 14) Should the Applicant(s) choose to cancel the Application of provisional allotment/Buyer's Agreement or booking or surrender the Residential Plot allotted to him/her/it or is in breach of any terms & conditions specified herein due to default of the Applicant including but not limited to send the duly signed copy of Buyer's Agreement within 30 days of receipt of the same, the Company will be released and discharged of all liabilities and obligations qua the Applicant and the Company at any stage shall have the right to resell the Plot to any third party or deal with the same in any other manner as the Company may in its sole discretion deem fit as if this Application for Provisional Allotment or Buyer's Agreement had never been executed. On happening of such event, the Company will refund to the Applicant the amount paid by the Applicant, without any interest after deducting the Earnest Money along-with interest, any other forfeitable amount including brokerage paid, if any within 120 days. The Applicant (s) agrees that in case of such cancellation all refund shall be made only after realization of such refundable amount on further sale/resale of the Plot to any other party.
- 15) That the applicant is aware that the company is in the process of acquiring further land in Sector 70A, Gurgaon and the company shall be having sole and absolute right to make allotment on such plots once the layout plan of such additional land is approved by the competent authority.

X

Signature of the Applicant(s)

- 16) The Company shall have the right to effect suitable necessary alterations in the layout plan of the Township, if and when found necessary, which alterations may involve all or any of the following changes, namely change in the position of Plot, change in the no. of the Plot/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 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 Plot was booked and as a consequence of such reduction or increase in the area, the Company shall be liable to refund to the Applicant without interest, only the extra price and other proportionate charges recovered or shall be entitled to recover from the Applicant(s), the additional price and other proportionate charges without interest, as the case may be.
- 17) If as a result of any legislation, order or rule or regulation made or issued by the Government, or any other authority or if the competent authority refuses, delays, withholds, delays or denies the grant of necessary approvals for the Township, 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 Plot, the Applicant confirms that the Company may refund all amounts received by it from the Applicant without any interest or compensation whatsoever. The Applicant shall not raise any dispute or claim whatsoever in this regard.
- 18) The Company shall make all efforts to handover possession of the Residential Plot within Thirty (30) Months from the date of execution of the Plot Buyer's Agreement, subject to certain limitations as may be provided in the Buyer's Agreement and timely compliance of the provisions of the Buyer's Agreement by the Applicant(s). The Applicant agrees and understands that the Company shall be entitled to a grace period of One Eighty (180) days over and above the period more particularly specified here-in-above, for applying and obtaining necessary approvals in respect of the Township.
- 19) **Holding Charges/ Penalty Charges:** In the event of Applicant(s) failure to take possession of the plot, as may be allotted, within 30 (Thirty) days from the date of intimation in writing by the Company offering possession, then the same shall lie at Applicant(s) risk and cost and the Applicant(s) shall be liable to pay to the Company holding charges at the rate of Rs.300/- per sq. mtr. (Rs.250/-sq.yd approx.) of the area of the plot per month for the entire period of such delay. If the Applicant(s) fail(s) to come forward to take possession of the plot for a period of twelve (12) months from the date of offer of possession by the Company, then the Company shall be entitled to cancel the allotment of the plot and refund all monies paid by the Applicant(s) after deducting earnest money along with the interest on delayed payments, brokerage, other charges, and taxes if any incurred by the Company.

The payment of holding charges shall be made prior to the conveyancing of the plot. The holding charges shall be a charge for delay in taking over the possession and it shall be in addition to maintenance, and other charges, and not adjustable or substitutable to any other charges as provided in this Application and as may be provided in the Plot Buyers' Agreement. In the event the Company fails to offer possession of the plot as may be allotted within 30 months from the date of execution of the Plot Buyers' Agreement then after 180 days from the expiry of the said 30 months subject to the Applicant(s) having made all payments as per the Payment Plan, and subject to the terms, conditions of this Application and the Plot Buyers' Agreement and barring force majeure circumstances, the Company shall pay compensation to the Applicant(s) @ Rs.300/-per sq.mtr per month (Rs.250/-per Sq.yd. per month) of the area of the plot which both parties have agreed is just and equitable estimate of the damages that the Applicant(s) may suffer and the Applicant(s) agrees that they shall not have any other claims/ rights whatsoever. The adjustment of compensation shall be done at the time of execution of the conveyance deed.

- 20) (a) That the Applicant(s) shall complete the construction of the Plot within a period of four (4) years from the date of offer for possession by the Company to the Applicant(s).

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

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

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

- 21) 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 Residential Plot shall continue unabated irrespective of any issues between the Applicant and the Company with respect to any other matter contained in the Agreement
- 22) That any amount paid by the Applicant(s) shall first be adjusted towards earlier outstanding payments such as unpaid or partly paid instalments, interest or other outstanding amounts, if any
- 23) In order to secure adequate provision of maintenance services the association/society of the allottee(s) of Plot, the Company shall appoint/nominate a maintenance agency ("**Maintenance Agency**") to provide services as may be required to maintain upkeep, security etc. of the Township. The Applicant(s) agrees to bear the charges of such Maintenance Agency. Further, the Applicant(s) hereby undertakes to deposit with the Company, as per the Schedule of Payment, and to always keep deposited with the said association/society/Maintenance Agency, as the case may be, as Interest Free Maintenance Security ("IFMS") Further, the Applicant(s), undertakes to enter into a maintenance agreement with the said association/society/Maintenance Agency. The Applicant(s) undertakes to pay the **maintenance bills monthly/quarterly**, as raised by the said association/society/Maintenance Agency.
- 24) 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 Residential Plot 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 Plot. The Applicant(s) undertakes to execute the sale deed within 30 (thirty) days from the date of the Company intimating in writing about the same 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.
- 25) 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,
- 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 Residential Plot 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 Residential Plot 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 Residential Plot 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) 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).

X

Signature of the Applicant(s)

- 28) It is made abundantly clear that in respect of all remittances related to acquisition/transfer of the Plot, 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.
- 29) 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 Plot applied for herein in any way. The Company shall issue receipts for payment in favor of the Applicant(s) only.
- 30) The Applicant(s) understands and confirms that the allotment of the Plot made shall not be construed as sale or transfer under any applicable law and the title to the Plot 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) The Applicant(s) understand and agree that Transfer of the Plot shall be at the sole discretion of the Company. The Applicant further understands that the Company shall not entertain any transfer / nomination request till the Applicant(s) has paid at least 35% of total sale consideration to the Company. It is further agreed that the transfer / nomination of Plot where the entire payment in terms of the Schedule of Payment has been received by the Company, shall be allowed only through execution of Conveyance Deed / Sale Deed on payment of an administrative fee, as charged by the Company for effecting changes/entries in its records. It is understood by the Applicant(s) that the Company shall not Charge any administrative fee towards the first transfer/nomination.
- 32) The provisional allotment of the Residential Plot as well as the allotment thereafter of the Plot shall be subject to force majeure conditions of or any other reason beyond the reasonable control of the Company. If there is any delay in the delivery of possession of the Plot the Company is unable to deliver possession of the Plot due to a Force Majeure event or due to any notice, order, rule or notification of the Central or State Government and/or any other public or competent authority or for any other reason beyond the control of the Company, shall be entitled to a reasonable extension of the time for delivery of possession of the Plot. The Applicant(s) understands and acknowledges that if due to any force majeure conditions, the whole or part of the Township 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.
- 33) 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).
- 34) 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).
- 35) The Company, at its sole discretion, may decide not to allot any or all Plot(s) to anybody or altogether decide to put at abeyance, the Township itself for which the Applicant(s) shall not raise any dispute or claim any right, title or interest on the acceptance of the application and receipt of initial token/booking money being received by the Company with the application from the Applicant(s). Further, the provisional and/or final allotment of the Plot 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

X

Signature of the Applicant(s)

- 36) The Applicant(s) understands and confirms that the allotment of the Plot made shall not be construed as sale or transfer under any applicable law and the title to the Plot hereby allotted shall be conveyed and transferred to the Applicant(s) only upon his fully discharging all the obligations undertaken by the Applicant(s) including payment of the total sale consideration and other applicable charges/dues, as mentioned herein or in the Buyer's Agreement and only upon the registration of the conveyance/sale deed in his favour.
- 37) 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 Residential Plot 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 Residential Plot 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
- 38) 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 Plot under the Township. Similarly, in the case of Company applying for the Plot(s), should sign through authorized personnel enclosing an authority letter/board resolution.
- 39) 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
- 40) 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.
- 41) 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.
- 42) 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 Plot Buyers Agreement regardless of the place of execution of this application which is deemed to be at New Delhi

Date: _____

1. _____

Place _____

2. _____

b p t p