

**BPTP LIMITED**  
**Application for Allotment by Sale of Residential Flat in**  
**“Spacio”, Park Serene at Sector-37D, Gurgaon (Haryana)**

**BPTP Ltd.**

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

Dear Sirs,

I/We request that I/We may be allotted a Residential Flat tentatively admeasuring about \_\_\_\_\_ sq. ft. (\_\_\_\_\_sq. mtrs.) super area in Spacio, Park Serene at Sector -37D, Gurgaon, Haryana under your Down Payment [  ] Construction Linked Payment Plan [  ] Subvention 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 residential Flat, 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 Flat 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 Flat notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/we sign and execute the necessary documents/affidavit including standard Flat 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 issuance of the allotment letter by the Company allotting the Flat in the said Group Housing Project 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. 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 Group Housing Complex and shall make the allotment in due process of time, subject to availability.

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

I/We further agree and understand that, upon Bank/Financial institutions granting loan/finance under the Subvention Scheme, launched by them and if the same is availed by me/us, I shall not be eligible for any rebate/discount, including Timely Payment Discount, if offered 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 earnest money as laid down hereinafter and the execution of the necessary documents/affidavit including standard Flat Buyer’s Agreement.

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

<b>1</b>	<p><b>SOLE OR FIRST APPLICANT(S)</b>  <b>Mr./Mrs./Ms.</b> _____  S/W/D _____ of _____  Nationality _____  Age _____ years, Profession _____ Service _____  Residential Status:  Resident/Non-resident/Foreign National of Indian Origin  _____</p> <p>Income Tax Permanent Account No. _____</p> <p>Ward/Circle/Special range and place where assessed to income tax _____  Mailing Address: _____  _____  _____  _____ PIN _____</p> <p>Tel No. _____ Fax No. _____</p> <p>Office Name &amp; Address _____  _____  _____  _____ PIN _____</p> <p>Tel.Nos. _____</p> <p>E-mail ID: _____ Mobile : _____</p>	Please affix your photographs here
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<b>2</b>	<p><b>SECOND APPLICANT(S)</b>  <b>Mr./Mrs./Ms.</b> _____  S/W/D _____ of _____  Nationality _____  Age _____ years, Profession _____ Service _____  Residential Status:  Resident/Non-resident/Foreign National of Indian Origin  _____</p> <p>Income Tax Permanent Account No. _____</p> <p>Ward/Circle/Special range and place where assessed to income tax _____  Mailing Address: _____  _____  _____  _____ PIN _____</p> <p>Tel No. _____ Fax No. _____</p> <p>Office Name &amp; Address _____  _____  _____  _____ PIN _____</p> <p>Tel.Nos. _____</p>	Please affix your photographs here
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	E-mail ID: _____ Mobile : _____	
<b>3</b>	<p><b>THIRD APPLICANT(S)</b>  <b>Mr./Mrs./Ms.</b> _____  S/W/D _____ of _____  Nationality _____  Age _____ years, Profession _____ Service _____  Residential Status:  Resident/Non-resident/Foreign National of Indian Origin _____  Income Tax Permanent Account No. _____</p> <p>Ward/Circle/Special range and place where assessed to income tax _____  Mailing Address: _____  _____  _____  _____ PIN _____  Tel No. _____ Fax No. _____</p> <p>Office Name &amp; Address _____  _____  _____  _____ PIN _____  Tel.Nos. _____</p> <p>E-mail ID: _____ Mobile : _____</p> <p><b>(For additional Applicant use separate sheet)</b></p>	Please affix your photographs here
<b>4</b>	<p><b>Flat in _____ (Name of Project)</b>  Type _____  Flat No. _____ Floor No. _____ Building Block No. _____  Super Area _____ Sq. ft. _____ Sq. Mtrs. (approx.)</p> <p><b>A. Basic Sale Price @Rs: _____ per sq. ft. of Super Area</b></p> <p><b>B. Preferential location Charges, if applicable :</b></p> <p>i) @ Rs. _____ per sq. ft. of the super area for _____  ii) @ Rs. _____ per sq. ft. of the super area for _____  iii) @ Rs. _____ per sq. ft. of the super area for _____</p> <p>Total price payable for PLC: _____</p> <p><b>C. Parking Space Charges : Rs. _____/- (Lumpsum)</b>  (Covered/Open)</p> <p><b>D. Interest Free Maintenance Security (IFMS): Rs. _____ per sq. ft. of super</b></p>	

	<p>area</p> <p><b>E. Development Charge (DC):</b> Rs. _____ per sq. ft.</p> <p><b>F. Electric Connection Charges (ECC) + Fire Fighting Charges (FFC) + Power back-up Installation charges (PBIC):</b> Rs. _____ per sq. ft.</p> <p><b>G. Club Membership Charges (CMC):</b> Rs. _____/- per flat (Lumpsum)</p> <p><b>H. Any other Charges :</b> Rs. _____/-</p>
<b>5</b>	<p>PAYMENT PLAN: DOWN PAYMENT PLAN [ ] / CONSTRUCTION LINKED PAYMENT PLAN [ ] / SUBVENTION PLAN [ ]</p> <p><b>Note:-</b> All payments shall be made by the Applicant(s)/ only by way of demand draft/bankers cheque/MICR cheque payable at par at Delhi only or by way of an electronic transfer in favour of “<b>M/s BPTP Limited</b>”. All payments accepted shall be subject to their actual realization in the Company’s account and the date of credit shall be deemed to be the date of payment of an installment by the Applicant(s).</p>
<b>6</b>	<p>Sales Organiser’s Name &amp; Address: : _____ _____</p>
<b>7</b>	<p><b>DECLARATION:</b> I/We the applicant(s) do hereby declare that my/our application for allotment of a Flat 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 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:

x

Signature of Applicant(s)

**Spacio, Park Serene, Sector-37D- Gurgaon**

<b>Super Areas (in sq.ft.)</b>	<b>Type</b>
<b>1000*</b>	2 Bedroom (Sold Out)
<b>1225*</b>	3 Bedroom (Sold Out)
<b>1800*</b>	3 Bedroom+Study+Utility

\* Areas mentioned above are tentative & may vary  $\pm$  15% in Super Area.

<b>Other Charges</b>	
<b>Development Charges(DC)**</b>	<b>____/- per sq. ft</b>
<b>PLC(Preferential Location Charges):-</b>	
<b>Park Corner</b>	<b>5% of BSP</b>
<b>Corner</b>	<b>3% of BSP</b>
<b>Pent House</b>	<b>5% of BSP</b>
<b>Landscape / Park Facing</b>	<b>5% of BSP</b>
<b>Club Facing</b>	<b>5% of BSP</b>
<b>Ground Floor</b>	<b>5% of BSP</b>
<b>First Floor</b>	<b>4% of BSP</b>
<b>Second Floor</b>	<b>4% of BSP</b>
<b>Third Floor</b>	<b>3% of BSP</b>
<b>Fourth Floor</b>	<b>3% of BSP</b>
<b>Fifth Floor</b>	<b>3% of BSP</b>
<b>Top Floor</b>	<b>5% of BSP</b>
<b>2nd Last &amp; 3rd Last Floor</b>	<b>3% of BSP</b>
<b>Corner Club</b>	<b>5% of BSP</b>
<b>Stand Alone Tower-Green Facing Area</b>	<b>5% of BSP</b>
<b>Reserved Covered Parking</b>	<b>____/- per slot</b>
<b>Open Car Parking</b>	<b>____/-per slot</b>
<b>IFMS(Interest Free maintenance Security)</b>	<b>____ - per sq ft</b>
<b>Club Membership Charges</b>	<b>____/- per family</b>
<b>FFC, PBIC &amp; ECC</b>	<b>____/- per sq ft</b>

<b>Time/ Construction Linked Payment Plan</b>	
<b>Booking Amount</b>	10 % of BSP
<b>Within 45 days of Booking</b>	10 % of BSP + 50% of PLC + 50% of DC
<b>On Commencement of Construction/ Within 90 days of Booking*</b>	10 % of BSP + 50% of PLC + 50% of DC
<b>On Casting of 3<sup>rd</sup> Floor Slab / Within 135 days of Booking*</b>	10 % of BSP + CPC
<b>On Casting of 6<sup>th</sup> Floor Slab / Within 180 days of Booking*</b>	10 % of BSP + Club Membership Charges
<b>On Casting of 9th Floor Slab / Within 225 days of Booking*</b>	7.5 % of BSP
<b>On Casting of 12th Floor Slab / Within 270 days of Booking*</b>	7.5 % of BSP
<b>On Casting of 15th Floor Slab / Within 315 days of Booking*</b>	7.5 % of BSP
<b>On Casting of 18th Floor Slab / Within 360 days of Booking*</b>	7.5 % of BSP
<b>On Casting of Top Floor Slab / Within 405 days of Booking*</b>	5 % of BSP
<b>On start of Masonary Work / Within 450 days of Booking*</b>	10% of BSP + FFC +PBIC& ECC
<b>At the time of offer for Possession</b>	5 % of BSP+ IFMS+ Registration charges+ Stamp Duty

**\*whichever is later**

<b>Down Payment Plan (8% rebate)</b>	
<b>Booking Amount</b>	10 % of BSP
<b>Within 45 days of booking</b>	85% of BSP +100%Add. Charges
<b>At the time of offer for Possession</b>	5% of BSP+ IFMS+ Registration charges+ Stamp Duty

Add. Charges includes PLC+DC+CPC+Club Membership+FFC,PBIC&ECC

<b>Subvention Plan</b>	
<b>Booking Amount</b>	<b>10 % of BSP</b>
<b>Within 45 days of Booking</b>	To Complete 20 % of COP* (From the Customer)
	50% of COP* (From the Bank)
<b>Within 09 months of Booking</b>	25% of COP* (From the Bank)
<b>On offer of Possession</b>	5% of COP* + IFMS + Club Membership + PBIC + Stamp Duty + Registration Charges & Administrative Charges (From the Customer)

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

Note:

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

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

Under subvention scheme, Interest on Bank loan till November, 2013 will be borne by the company.

**FOR OFFICE USE ONLY**

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

1. ACCEPTED / REJECTED

Flat No. \_\_\_\_\_, Block No. \_\_\_\_\_

Super Area: \_\_\_\_\_sq.ft. (approx) \_\_\_\_\_sq. mtr.(approx.)

2. Basic Sale Price @ Rs. \_\_\_\_\_per sq. ft.(\_\_\_\_ per sq. mtr.) Super Area

Preferential location Charges, if applicable:

@ Rs. \_\_\_\_\_per sq. ft. super area of the Flat area

Note: All the payments towards Development Charges, Preferential Location Charges (for superior location, park facing, commercial facing, corner Flat, club facing, etc.), Club Membership Charges, Interest Free Maintenance Security Deposit, Maintenance Charges, Recurring Contingency Deposit Charges and other 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 Group Housing Complex.

3. Stamp duty and registration charges etc. shall be **extra** at actuals and to be borne by the applicant.

4. PAYMENT PLAN: Down Payment [ ] / Construction Linked Plan [ ]/ Subvention 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. BOOKING: DIRECT / THROUGH SALES ORGANISER

8. Remarks:

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

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

Sr. Manager/VP- MARKETNG

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

Signature

INDICATIVE TERMS AND CONDITIONS  
FORMING A PART OF THIS APPLICATION FOR  
ALLOTMENT OF A RESIDENTIAL FLAT IN  
**“Spacio”, Park Serene at Sector-37D**  
**Gurgaon (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 residential Flat with full knowledge of all the laws/notifications and rules applicable to this area in general and this Residential Group Housing Complex in particular which have been explained by the Company and 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 marketing the said Flat and right and title of the Company in the land on which the said Flats are being developed and 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 Flat Buyer’s Agreement with the Company and the Maintenance Agreement either with the Company or its nominated agency, within 15 days from the date of letter of allotment to be issued by the Company along with the affidavits, declarations and undertakings contained therein and compliance of the terms and conditions of the standard Flat Buyer’s and Maintenance Agreement.
4. The Applicant(s) shall make the payment of basic sale price, Development Charges, Preferential Location Charges (for superior location, park facing, commercial facing, corner Flat, club facing, etc.), VAT, Maintenance Charges, IFMS, ECC, PBIC & Security Deposits and all other charges as may be communicated from time to time. The Applicant(s) shall be further liable to pay any additional fees, cesses, charges etc. in the nature of 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.
5. The Applicant(s) confirms and agrees that in case the Company enriches the specification of Flat including internal services over the norms specified by the competent authority in this regard, then the Company shall be entitled to recover the same from the Applicant(s) as additional costs.
6. 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.
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 Flat to the Applicant(s), as may be prescribed and decided by the Company.



8. 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 conveyance of the said Flat. The Applicant(s) further undertakes to pay the Security Deposit and the 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.
9. 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.
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 Company is in the process of developing the said Group Housing 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 Flat, the same shall be valid and binding on the Applicant(s). Further, if there is any increase or decrease in the area of the said Flat, revised price shall proportionally be determined by the Company on the basis of the original rate.
12. That 15% of the total sale consideration of the Flat shall be the “**Earnest Money**”. Timely payment of each installment of the total sale consideration i.e. basic sale price and other charges as stated herein is the essence of this transaction/ agreement. In case payment of any installment as demanded by the Company is delayed on any account whatsoever or partial payment of the installment is made, then the Applicant(s) shall pay interest on the amount due @ 18% p.a. compounded quarterly. However, if the Applicant(s) fails to make the complete payment of any of the installments with interest within three (3) months from the due date of

the outstanding amount, the Company may at its sole discretion forfeit the amount of Earnest Money, interest accrued (whether paid or not) on all delayed payments till the date of termination and any other amount of a non-refundable nature including brokerage charges paid by the Company to the broker in case the booking is done through a broker and in such an event the Allotment shall stand cancelled and the Applicant(s) shall be left with no right, lien or interest on the said Flat and the Company shall have the right to sell the said Flat to any other person.

(a)(ii) The company shall also be entitled to terminate/cancel the allotment in the event of default of any of the terms and conditions of this application / agreement.

(b) In the event the Applicant delays in making payment of any installment as agreed herein, irrespective of the fact that such delay has been condoned and payment is accepted along with interest by the Company, the Applicant(s) agrees to forego his entitlement of seeking the compensation amount from the Company for any delay in offering the possession of the Flat to the Applicant(s), as stated in Clause 15.

13. Subject to Force Majeure, as defined herein in clause 32 and further subject to the Applicant(s) having complied with all its obligations under the terms and conditions of this Agreement and the Applicant(s) not being in default under any part of this Agreement including but not limited to the timely payment of each and every installment of the total sale consideration including DC, Stamp duty and other charges and also subject to the Applicant(s) having complied with all formalities or documentation as prescribed by the Company, the Company proposes to hand over the physical possession of the said unit to the Applicant(s) within a period of 36 months from the date of sanction of the Building Plans or execution of Flat Buyers Agreement, whichever is later ("**Commitment period**"). The Applicant(s) further agrees and understands that the company shall additionally be entitled to a period of 180 days ("**Grace Period**") after the expiry of the said Commitment Period to allow for filing and pursuing the Occupancy Certificate etc. from DTCP under the Act in respect of the Spacio project. 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(s) fails to accept and take possession of the Flat within 30 days of issuance of the notice, the Applicant(s) shall be deemed to be the custodian of the Flat from the date indicated in the notice of possession and the Flat shall remain at the risk and cost of the Applicant(s).
14. Notwithstanding any other provisions of this Agreement, the Applicant(s) agrees that if it fails, ignores or neglects to take over the possession of the Flat in accordance with the notice of handing over the physical possession of the Flat sent by the Company, the Applicant(s) shall also be liable to pay charges equivalent to Rs. 5/- per sq. ft. per month on the super area of the said Flat ("**Holding Charges**"). The Holding Charges shall be a distinct charge in addition to the maintenance charges and not related to any other charges / consideration as provided in the agreement.
15. Subject to the conditions contained above, if the company fails to offer the possession of the said Flat to the Applicant(s) within the stipulated period it shall be liable to pay to the Applicant(s) the compensation calculated at the rate of Rs 5/- per sq. ft. of the super area ("**Delay Compensation**") for every month of delay until the actual date fixed by the company to hand over the possession of the said apartment to the Applicant(s). The Applicant(s) shall not be entitled to any other Compensation for Direct or Indirect Losses, Interest etc. for delay in handing over the possession by the Company. 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.

16. 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.
17. That the Applicant(s) understands, confirms and agrees that in case of delayed payment of any installment, the payment so made by the Applicant(s) shall be first adjusted towards interest accrued on earlier unpaid outstanding amount, if any, and only thereafter the balance payment shall be adjusted towards the outstanding amounts.
18. That the Applicant(s) understands and agrees that the Company shall not entertain any transfer / nomination request until and unless the Applicant(s) has paid at least 30% of total sale consideration to the Company. The permission to allow transfer of the Flat after the payment of 30% of total sale consideration shall be at the sole discretion of the Company who may grant or refuse permission. The Applicant(s) agrees and confirms that in case the Applicant (s) transfers his allotment of the said 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. It is further agreed by the Applicant(s) that the transfer / nomination of Flat where more than 95% of the total sale consideration has been received by the Company, shall be allowed only through execution of Conveyance Deed / Sale Deed on payment of transfer charges as determined by the Company from time to time.  
  
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.
19. 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 to possession issued by the Company subject to terms and conditions of the Flat Buyer's Agreement.
20. 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.
21. 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. 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.

22. The provisional and/or final allotment of the Flat 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.
23. That the allotment letter issued by the Company allotting the Flat in the said Group Housing 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 Flat Buyer's Agreement as stated herein. If, however, Applicant(s) fail 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 by the Company, then this application may be treated as cancelled only at the sole discretion of the Company. 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.
24. 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).
25. The Applicant(s) agrees that the 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 location, size, increase or decrease the number of Flats offered in the Scheme, Spacio, Park Serene at Sector- 37D, Gurgaon. 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. 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.
27. The Applicant(s) agree 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 of 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.
28. 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.

29. 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.
30. 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.
31. The Applicant(s) understand 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 in the said Building/Complex 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 and 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.
32. The Applicant(s) agree that in case the Company is unable to deliver the said Flat and/or allot parking space(s) 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 the said Flat/Building 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.
33. The Applicant(s) agree that the Company shall have the right to transfer ownership of the said 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.
34. The Company and/or its Associate Company reserve the right to alter any terms and conditions/clause of the Project at its discretion as and when considered necessary.

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 total 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 i.e. cost of material, labour and project management cost, the actual cost of the "Unit" may experience escalation; and may thus vary. The final cost of construction shall be calculated at the stage of completion of the project, should the variance be equal to or less than 5%, of the cost of construction ascertained at the time of booking, the same shall be absorbed entirely by the Company. However, should the cost of construction, upon completion of the project, vary more than 5%, then the difference in the cost shall be charged or refunded to the Applicant(s), as the case may be, as per actual calculation made by the Company. The variance in the cost of construction shall be calculated on the basis of the following formula:

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

Rs./sq. Mtr. = cost of construction at the time of booking of "Unit" as determined by the Company

CLSL = Cost index of CPWD on the day of booking of "Unit"

CL<sub>1</sub> = Cost index of CPWD one year from the date of booking of "Unit"

CL<sub>2</sub> = Cost index of CPWD two years from the date of booking of "Unit"

CL<sub>3</sub> = Cost index of CPWD three years from the date of booking of "Unit"

37. Subject to any revision of the constituents of the DC or levy of an additional charge by any government or statutory authority, the DC mentioned at the time of booking is final and will not be enhanced by the Company. Any such revision or levy of charge(s) will be communicated to the Applicant(s) / Allottee(s) and the Applicant has agreed that the Applicant shall make the payment of such revision or levy within the given period of such demand made by the Company, without any demur or protest.
38. 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.
39. That the Applicant(s) understands and agrees that on becoming a member of the association of apartment owners of the Colony, as may be formed in future, the allottee / applicant herein or any of its nominee(s) or assignee(s) shall grant an absolute, un-conditional and irrevocable right of first refusal to the company for undertaking any redevelopment of the Colony, as may be decided by such association of apartment owners at any time in future

40. The Applicant 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 Project. Similarly, in the case of Company applying for the Flat(s), should sign through authorised personnel enclosing an authority letter/board resolution.
41. 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.
42. 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/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 Flat 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 Flat 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 Flat 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 Flat applied for and provisionally and/or finally allotted to me/us in any manner whatsoever.

Date:

Place: