

BPTP Limited
Application for Allotment by Sale of Residential Plot in Residential Colony
"Parklands"
Faridabad (Haryana)

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

Dear Sirs,

I/We request that I/We may be allotted a Residential Plot admeasuring about _____ sq. mtr. (_____sq. yds.) in Residential Colony "Parklands" Faridabad, Haryana under your Down Payment [] Installments 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 residential Plot, I/we agree to pay further installments of sale price and all other dues charges and taxes including fresh incidence of tax of any nature whatsoever as stipulated in this application or which may be levied by the Government at any point of time in present or future and the Standard Plot 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 Plot 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 Plot 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. If, however, I/we fail to execute the necessary documents/affidavit including Standard Plot Buyer's Agreement, the formats of which shall be supplied by the Company, along with the Allotment Letter within 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 with tentative and consolidated layout plans as submitted with the Director, Town and Country Planning / Competent Authority for its final approval and shall make allotment in due process of time, subject to availability.

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

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

1	<p>SOLE OR FIRST APPLICANT Mr./Mrs./Ms.</p> <p>_____</p> <p>S/W/D _____ of _____</p> <p>Nationality _____</p> <p>Age _____ years, Profession _____ Service _____</p> <p>Residential Status: Resident/Non-resident/Foreign National of Indian Origin</p> <p>_____</p>	<p>Please affix your photographs here</p>
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	<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>_____</p> <p>_____ PIN _____</p> <p>Tel No. _____ Fax No. _____</p> <p>Office Name & Address _____</p> <p>_____</p> <p>_____ PIN _____</p> <p>Tel.Nos. _____</p> <p>E-mail ID: _____ Mobile : _____</p>	
<p>2</p>	<p>SECOND APPLICANT Mr./Mrs./Ms.</p> <p>_____ of _____</p> <p>Nationality _____</p> <p>Age _____ years, Profession _____ Service _____</p> <p>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 _____</p> <p>Mailing Address: _____</p> <p>_____</p> <p>_____ PIN _____</p> <p>Tel No. _____ Fax No. _____</p> <p>Office Name & Address _____</p> <p>_____</p> <p>_____ PIN _____</p> <p>Tel.Nos. _____</p> <p>E-mail ID: _____ Mobile : _____</p>	<p>Please affix your photographs here</p>
<p>3</p>	<p>THIRD APPLICANT Mr./Mrs./Ms.</p> <p>_____ of _____</p> <p>Nationality _____</p> <p>Age _____ years, Profession _____ Service _____</p> <p>Residential Status: Resident/Non-resident/Foreign National of Indian Origin _____</p>	<p>Please affix your photographs here</p>

	Income Tax Permanent Account No. _____ Ward/Circle/Special range and place where assessed to income tax _____ Mailing Address: _____ _____ _____ PIN _____ Tel No. _____ Fax No. _____ Office Name & Address _____ _____ PIN _____ Tel.Nos. _____ E-mail ID: _____ Mobile : _____ (For additional Applicant use separate sheet)
4	DETAILS OF PLOT Plot No. _____, Block No. _____ Area: _____ sq.mtr. (approx) _____ sq.yds.(approx.) Basic Sale Price Rs. _____ per sq. mtr (_____ per sq. yds.) Preferential Location Charges (PLC), if applicable @ Rs. _____ per sq. yds.
5	PAYMENT PLAN: DOWN PAYMENT [] / INSTALLMENT [] 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: : _____ _____
7	DECLARATION: I/We the applicant(s) do hereby declare that my/our application for allotment of a Plot 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.

Date
Place:

Yours faithfully,

Signature of Applicant(s)

FOR OFFICE USE ONLY

RECEIVING OFFICER: Name _____ Signature _____ date _____:

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

Note: All the payments towards External Development Charges, Preferential Location Charges (for superior location, parking facing, commercial facing, corner plot, plots over & above 12 mtr. wide road etc.), Club Membership Charges, Utility Connection Charges, Interest Bearing Maintenance Security Deposit, Maintenance Charges, Infrastructure Development 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 Colony.

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

4. PAYMENT PLAN : Down Payment [] / Installments []

5. Payment received vide Cheque/DD/Pay Order No. _____ dated _____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- MARKETTING

Cleared by Stock on _____

Signature

INDICATIVE TERMS AND CONDITIONS FORMING A PART OF THIS
APPLICATION FOR ALLOTMENT OF A RESIDENTIAL PLOT IN
"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 Plot Buyer's Agreement which would be executed between the Intending Allottee and the Company.

1. The Intending Allottee has applied for residential plot with full knowledge of all the laws/notifications and rules applicable to this area in general and this residential colony in particular which have been explained by the Company and understood by him/her/it.
2. The intending Allottee(s) has satisfied himself/herself about the rights, interest and title of the Company to sell and marketing the said plot and right and title of the Company in the land on which the said plots are being developed and has understood all limitations and obligations in respect thereof. The Intending Allottee(s) agree(s) that there will not be any further investigations or objections by him/her/it in this respect.
3. The Intending Allottee shall execute the Standard Plot Buyer's Agreement with the Company and the Maintenance Agreement either with the Company or its nominated agency, within the stipulated time as may be prescribed by the Company 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 Plot Buyer's and Maintenance Agreement.
4. The Intending Allottee shall make all payments of the agreed sale price of the said Plot as per the Payment Plan, along with the other charges as mentioned or stipulated therein, the Intending Allottee 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 Plot in favour of the Intending Allottee.
5. The Intending Allottee shall make the payment of basic sale price, External Development Charges, Preferential Location Charges (for superior location, parking facing, corner plot, plots over & above 12 mtr. wide road etc.), Infrastructure development Charges, VAT, Maintenance Charges & Security Deposits and all other charges as may be communicated from time to time. The Intending Allottee shall be further liable to pay any Enhanced External Development Charges, Infrastructure Development Charges or any tax/charges of any nature whatsoever 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 actual area of the Plot.
6. The Intending Allottee shall be liable to make the payments in respect of the following:
 - (a) Water connection charges, sewer connection charge and storm water connection charges, road cutting charges are collectively called as Utility Connection Charges ("UCC").
 - (b) Sinking Fund towards depreciation of plant and machinery as and when demanded by the Company and/or Designated Maintenance Provider.
 - (c) Interest Free Maintenance Security Deposit (IFMS), Monthly Maintenance Charges (MC) as and when demanded by the Company and/or Designated Maintenance Provider.
 - (d) Refundable Contingency Deposit (interest free) (CD) to be paid before taking possession.

However, in case the Company enriches the specification of 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 Intending Allottee as additional costs.

7. The Intending Allottee 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.

8. The Company is developing Parklands in accordance with the tentative and consolidated layout plans as submitted to the Competent/Statutory Authority for final approval, which have been explained and understood by the Intending Allottee. However, if any changes in the said 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 Intending Allottee 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 Plot, the same shall be valid and binding on the Intending Allottee. Further, if there is any increase or decrease in the area of the said Plot, revised price shall proportionally be determined by the Company on the basis of the original rate.
9. The Intending Allottee(s) has fully understood and agree(s) that the allotment of the Plot by the Company to the Intending Allottee shall be made only after Intending Allottee has deposited/paid 45% of the Basic Sale Price with the Company.
10. That 25% of the total sale consideration which shall include basic sale consideration/price and other charges as mentioned in the Clause 5 and 6 herein above shall constitute the **"Earnest Money"**. Timely payment of each installment of the total sale consideration i.e. basic sale price and other charges as stated herein is the essence of this transaction/ agreement. In case payment of any installment as may be specified is delayed, then the Intending Allottee shall pay interest on the amount due @ **24%** p.a. compounded at the time of every succeeding installment or three months, whichever is earlier. However, if the Intending Allottee fails to pay any of the installments with interest within the due date of the outstanding amount or within the time as specified/stipulated by the company, then the Company may at its sole option forfeit the amounts paid by the Intending Allottee upto the Earnest Money and other charges including late payment charges and interest deposited by the Intending Allottee and in such an event the Allotment shall stand cancelled and the Intending Allottee 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.
11. The Intending Allottee(s) has fully understood and agree(s) that in case the Intending Allottee(s) withdraws or surrender 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 Intending Allottee, if applicable, without any interest and compensation whatsoever.
12. That any amount paid by the Intending Allottee shall first be adjusted towards earlier outstanding payments such as unpaid or partly paid installments, interest or other outstanding amounts, if any.
13. That the transfer/nomination of residential plots 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 may be decided by it for effecting changes/entries in its records.

In all other cases wherein full payment of the plot 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 duly understood and agreed by the Intending Allottee(s), that Company shall not allow or entertain any request for transfer / nomination of the Plot, until or unless, the Applicant(s) / Allottee(s) has already deposited or paid atleast 35% of Basic sale price of the Plot with the Company.
14. The Intending Allottee shall take possession of the said plot 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 Plot Buyer's Agreement.
15. The Intending Allottee(s) shall not use the said plot or permit the same to be used for any purpose other than residential as sanctioned by the Director, Town & Country Planning, Haryana,

Chandigarh, or use the same in a manner likely to cause nuisance to neighboring residents or for any illegal or immoral purposes. The Intending Allottee(s) shall commence construction over the said plot, as per the building plans approved by the competent authority, within a period of 3 years of the notice of possession being given to the Intending Allottee(s).

16. The Intending Allottee(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 Intending Allottee or served upon the Intending Allottee(s) at the time when those would ordinarily reach such address. The Intending Allottee(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 Intending Allottee(s), all communications, demand notices, termination/cancellation letter, refund, etc., shall be sent by the Company to the Intending Allottee(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 Intending Allottee(s) and no separate communication will be made or sent to the other named applicant. The Letter/Notice or any communication sent by the Company to the Intending Allottee(s) through Registered Post on the address of the Intending Allottee(s) as given herein, or available with the company, shall be deemed to have been received by the Intending Allottee(s) or served upon the Intending Allottee(s) for all purposes and Intending Allottee(s) shall be liable for all the consequences whatsoever.
17. 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 thereof at any point of time.
18. It is specifically understood by the Intending Allottee that upon execution, the terms and conditions as set out in the Plot Buyer's Agreement shall supercede the terms and conditions as set out in this application.
19. The Intending Allottee(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 Plots in the said Residential Colony to anybody or altogether decide to put at abeyance the project or part of the Project itself, for which the Intending Allottee(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 Intending Allottee(s). In such case, the Intending Allottee(s) shall be entitled to refund of the entire amount without any interest and compensation.
20. The Intending Allottee(s) agree that in case the Company is unable to deliver the Plots (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 Plot 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 Plot in which case the Company shall only be liable to refund the amounts received from the Intending Allottee(s) without any interest or compensation whatsoever.
21. The Company reserves the right to cancel the allotment of Plot(s) in case Allotment being obtained through misrepresentation and suppression of material facts and Company's decision in this regard shall be final.
22. The Intending Allottee(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 Intending Allottee(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 Intending Allottee(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 Intending Allottee(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 Intending Allottee(s) only.

23. 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.
24. That the Company reserves the right to alter any terms and conditions/clause of this Agreement at its sole discretion as and when considered it necessary.
25. All or any disputes arising out or touching upon or in relation to the terms of this application and/or Standard Plot 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 who shall be appointed by the Managing Director of the BPTP Limited and whose decision shall be final and binding upon the Parties. The Intending Allottee(s) hereby confirms that he/she/it shall have no objection to this appointment even if the person so appointed, as a Sole Arbitrator, is an employee or advocate of the Company or is otherwise connected to the Company and Intending Allottee(s) confirms that notwithstanding such relationship / connection the Intending Allottee(s) shall have no doubts as to the independence or impartiality of the said sole Arbitrator. 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.

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 Plot 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 Plot 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 Plot 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 booking amounts upto the earnest money and other charges including late charges, if any, 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 plot applied for and provisionally and/or finally allotted to me/us in any manner whatsoever.

Date:

Place:

SIGNATURE OF THE INTENDING ALLOTTEE(S)