

# **BPTP LIMITED**

## **Application for Allotment by Sale of Residential Flat in**

**\_\_\_\_\_ in Park Floors Housing Complex**

**Parklands, Faridabad.**

### **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 Park Floors ,Housing Complex, ParkLands Faridabad, Haryana under your Down Payment [ ] Construction Linked Payment Plan [ ] Scheme.

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

In the event of the company agreeing to allot a 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 that upon acceptance of my payment by the company. Allotting the Flat in the said Housing Complex 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 Housing Complex and shall make the 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, forfeiture of booking amounts upto the earnest money as laid down hereinafter and the execution of the necessary documents/affidavit including Standard Flat Buyer's Agreement.



	<p>Residential Status:</p> <p>Resident/ NRI /PIO _____</p> <p>Income Tax Permanent Account No. _____</p> <p>Ward/Circle/Special range and place where assessed to income tax _____</p> <p>Mailing Address: _____</p> <p>_____</p> <p>_____</p> <p style="text-align: right;">PIN _____</p> <p>Tel No. _____ Fax No. _____</p> <p>Office Name &amp; Address _____</p> <p>_____</p> <p>_____</p> <p style="text-align: right;">PIN _____</p> <p>Tel.Nos. _____</p> <p>E-mail ID: _____ Mobile : _____</p>	
<p><b>3</b></p>	<p><b>THIRD APPLICANT(S)</b></p> <p><b>Mr./Mrs./Ms.</b> _____</p> <p>S/W/D of _____</p> <p>Nationality _____</p> <p>Age _____ years, Profession _____ Service _____</p> <p>Residential Status:</p> <p>Resident/NRI/PIO _____</p> <p>Income Tax Permanent Account No. _____</p> <p>Ward/Circle/Special range and place where assessed to income tax _____</p> <p>Mailing Address: _____</p>	<p>Please affix your photographs here</p>



<p><b>5</b></p>	<p>PAYMENT PLAN: DOWN PAYMENT PLAN [ ] / CONSTRUCTION LINKED PAYMENT PLAN [ ]</p> <p><b>Note:-</b></p> <p>Payments to be made by A/c Payee Cheque(s) / Demand Draft(s) in favour of "BPTP Ltd.", payable at New Delhi / Delhi only.</p>
<p><b>6</b></p>	<p>Sales Organiser's Name &amp; Address:</p> <p>: _____</p>
<p><b>7</b></p>	<p>DECLARATION:</p> <p>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/We have read and understood the terms and conditions as mentioned hereinafter which has been duly signed by me/us and further undertake to abide by the same.</p>

**Date**

**Yours faithfully,**

**Place:**

**x**

**Signature of Applicant(s)**

**FOR OFFICE USE ONLY**

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

1. ACCEPTED / REJECTED

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

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

2. Basic Sale Price (BSP):Rs \_\_\_\_\_.

Preferential location Charges,

if applicable :

: Rs. \_\_\_\_\_ Lump sum

Note: All the payments towards other charges and statutory charges or fresh incidence of tax if any shall be payable by the applicant as and when demanded by the Company or its designated maintenance agency for the said 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: \_\_\_\_\_

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

Authorized Signatory

Signature

INDICATIVE TERMS AND CONDITIONS  
FORMING A PART OF THIS APPLICATION FOR  
ALLOTMENT OF A RESIDENTIAL FLAT IN  
**Park Floors Housing Complex**  
**Parklands, Faridabad (Haryana)**

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

1. The Applicant(s) has applied for residential Flat with full knowledge of all the laws/notifications and rules applicable to this area in general and this Residential 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 the licence has been issued in favour of the Company. The applicant has understood all limitations and obligations in respect thereof. The Applicant(s) agree(s) that there will not be any further investigations or objections by him/her/it in this respect.
3. The Applicant(s) shall execute the Standard Flat Buyer's Agreement with the Company, within 15 days from the date of communication 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 Flat Buyer's Agreement. The Applicant(s) shall execute the standard maintenance agreement with the Company or its nominated maintenance agency, as the case may be, at the time of possession. The Applicant(s) undertakes to pay the required Security Deposit and the maintenance charges as may applicable and decided at the relevant time.
4. 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).
5. The Applicant(s) shall make the payment of basic sale price, External Development Charges, Preferential Location Charges (for superior location, Floors etc.), Infrastructure development Charges, VAT, Maintenance Charges, IFMS & Security Deposits and all other charges as may be communicated from time to time. The Applicant(s) shall be further liable to pay any enhanced External Development Charges, Infrastructure Development Charges or any tax/charges including any Fresh Incidence of Tax as maybe levied by the Government of Haryana/Competent Authority/ Central Government, even if it is retrospective in effect as and when demanded by the Company on the super area of the flat.

6. The Applicant(s) shall be liable to make the payments on super area of the flat in respect of the following but not limited to:
  - (a) Capital Cost towards purchase & Installation of D.G. Sets for Power Back-up, charges towards generation of Power Back-up and other Services, If applicable as and when demanded by the Company and/or Designated Maintenance Provider.
  - (b) Interest Free Maintenance Security Deposit (IFMS), Monthly Maintenance Charges (MC) as and when demanded by the Company and/or Designated Maintenance Provider.
7. 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.
8. That the Applicant(s) understand that the Parking Space(s) 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 Applicant(s) shall be allotted open/covered car Parking Space(s) at the time of possession on first cum first serve basis at the sole discretion of the Company to the Applicant(s) 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 allotted, wherever applicable. The Applicant(s) agrees that Parking Space(s) allotted to the Applicant(s) shall not 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 the Act.
9. The Company is in the process of developing the said Housing Complex 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 super area of the said Flat, revised price shall proportionally be determined by the Company on the basis of the original rate.
10. That 25% of the total sale consideration on the total super area of the Flat shall constitute the **"Earnest Money"**. Timely payment of each installment of the total sale consideration i.e. basic sale price, EDC, IDC, PLC and other charges as stated herein is the essence of this transaction/ agreement. In case payment of any installment as may be specified is delayed, then the Applicant(s) shall pay interest on the amount due @ 18% p.a. compounded at the time of every succeeding installment or three months, whichever is earlier. However, if the Applicant(s) fails to pay any of the installments with interest within the due date or time stipulated by the company, the Company may at its sole option forfeit the booking amount paid by the Applicant(s) up to the Earnest Money and other charges including late payment charges and interest deposited by the Applicant(s) and in such an event the Allotment/booking shall stand cancelled and the Applicant(s) shall be left with no right, lien or interest on the said booking or Flat if allotted and the Company shall have the right to sell the said Flat to any other person. Further the company shall also be entitled to terminate/cancel this allotment/booking in the event of defaults of any terms and conditions of this application.

11. The Applicant(s) has fully understood and agrees that in case the Applicant(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 Applicant(s), if applicable, without any interest and compensation whatsoever.
12. That any amount paid by the Applicant(s) shall first be adjusted towards earlier outstanding payments such as unpaid or partly paid installments, interest or other outstanding amounts, if any.
13. That the transfer/nomination of residential Flats wherein either the full payment has already been made or agreed schedule of payment of installments is over shall be allowed only through execution of Conveyance Deed/Sale Deed and the Company will charge an administrative fee as maybe decided by it for effecting changes/entries in its records.

In all other cases wherein full payment of the Flat has not been made/schedule of payment of installments is not yet over, transfer charges shall be levied as decided by the Company and the transfer will be effected in the manner and as per procedure formulated in this regard by the Company. It is specifically explained by the company and has been understood by the Applicant(s) that Company shall not allow any transfer / nomination until or unless the Applicant(s) / Allottee(s) has deposited or paid atleast 30% of total sale price with the Company.

14. That the Applicant(s) has fully understood and undertake(s) that incase he has been allotted third floor/top floor of the building, he shall have mere right of usage only for the terrace. Applicant(s) undertakes that, he shall not construct any structure whatsoever on the terrace or violate rules and regulations as may be applicable to the building.
15. 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.
16. 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.
17. 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(s).

18. 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.
19. That the allotment letter issued by the Company allotting the Flat in the said Housing Complex 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 and/ or from the date of communication by the Company, then this application for allotment shall stand cancelled/terminated at the sole discretion of the Company and the Earnest Money shall stand forfeited and Applicant(s) shall be left with no rights or interest or claims in the said application/allotment. No compensation or interest or any charges shall be paid by the company to the Applicant(s). It is specifically understood by the Applicant(s) that upon execution, the terms and conditions as set out in the Flat Buyer's Agreement shall supercede the terms and conditions as set out in this application.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.

25. 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.
26. That the basic sale value is escalation free but it is subject to revision/withdrawal, without notice at the sole discretion of the company, if there is an increase in the prices in the raw materials like steel, cement etc or any other cost or any other charges etc.
27. 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.
28. 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.
29. The Applicant(s) further agrees and give his consent that incase at any point of time during the construction of the project or thereafter, 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 floors in the said building subject to rules and regulation. In that eventuality the usage right of the terrace of the building will remain with the third floor owner.
30. The Company and/or its Associate Company reserves the right to alter any terms and conditions/clause of the Project at its discretion as and when considered necessary.
31. The Applicant(s) should correctly mention his/her Permanent Account Number (PAN) in the Application form, if the same is not provided then the Application may be summarily rejected. The application form should be signed by the person(s), or his/her Registered Power of Attorney, who want(s) to get the Flat under the Project. Similarly, in the case of Company applying for the Flat(s), should sign through authorized personnel enclosing an authority letter/board resolution.
32. 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.

33. 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:

**x**

Place:

SIGNATURE OF THE APPLICANT(S)