

## APPLICATION FORM

1<sup>st</sup> Applicant

Please affix

Passport Size

Photograph

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

Please affix Passport Size Photograph Please affix Passport Size Photograph

To,

Date.

Designer Realtors Private Limited Plot No. 2B, Sector 94, Noida, Gautam Buddha Nagar - 201301 Uttar Pradesh

Sub: Application for Allotment of a residential plot in the project '**BPTP DISTRICT 5 BLOCK B**' situated at Sector 84, Village Kheri Kalan, Faridabad, Haryana under **Deen Dayal Jan Awas Yojana** Policy-Affordable Plotted Housing Policy 2016.

Dear Sir,

I/We request that I/We may be considered for allotment of a residential plot under the Deen Dayal Jan Awas Yojna notified by the Government of Haryana vide notification dated 01.04.2016 bearing number PF-27A/6521 and amendments made therein ("DDJAY Policy"), as more fully described in Performa hereinafter ("Plot") in your project 'BPTP DISTRICT 5 BLOCK B' situated on land admeasuring 11.65 acres at Sector 84, Village Kheri Kalan, Faridabad, Haryana ("Project") which is being developed by Designer Realtors Private Limited ("Promoter").

I/we opt to pay the Total Price of the Plot as per the Payment Plan enclosed herewith and selected and accepted by me. I/We remit, herewith, a sum of Rs. 4,00,000/- (Rupees Four Lacs only) as per details below as token advance being part payment towards the allotment of the Plot ("Booking Amount"): details below as token advance being part towards the allotment of the Plot ("Booking Amount"):

S. No.	Cheque / DD / RTGS No.	Dated	Amount (In Rs.)	Drawn in favour of
Ι.				Designer Realtors Pvt. Ltd.
II.				Designer Realtors Pvt. Ltd.
III.				Designer Realtors Pvt. Ltd.
IV.				Designer Realtors Pvt. Ltd.

I/We understand that the submission of this signed application form and payment by me/us of the Booking Amount shall not constitute a right to allotment of the Plot and nor shall it create or result in any obligations on the Promoter towards me/us. I/We agree and note that the allotment of the Plot is entirely at the sole discretion of the Promoter and the Promoter has the right to reject my / our application without assigning any reasons thereof and return the Booking Amount without interest. I/ We further understand and agree that the allotment of the Plot shall be done either on a first cum first serve basis or through a draw of lots or any other method as may be solely decided by the Promoter and I/We agree to accept the Plot allotted to me without any objection.

Sole Applicant \_

I/We agree to pay future instalments of the Total Price as per terms and conditions of the allotment herein contained and as per the Payment Plan annexed hereto. I / We have read and understood the terms and conditions of the allotment and agree to abide by the same. I/We also agree to execute the Agreement for Sale containing detailed terms & conditions and other subsequent agreements on Promoter's format as and when called upon by the Promoter and agree to abide by the terms and conditions of the Agreement for Sale for allotment of the Plot.		
I/We agree that the acceptance of my/our application does not entitle me/us to any right in the Plot until th Agreement for Sale is executed and all payments towards Total Price, in full, have been paid by me/us on or befor the due dates. This Application does not constitute an agreement to sell.		
PERFORMA		
My/Our particulars are given below:		
1. FOR SOLE OR FIRST APPLICANT		
FIRST APPLICANT NAME:		
FATHER'S / HUSBAND'S NAME:		
DATE OF BIRTH (IN DD/MM/YY): NATIONALITY:		
PROFESSION / OCCUPATION:		
PERMANENT ADDRESS:		
CORRESPONDENCE ADDRESS:		
TELEPHONE NOS.:RESIDENCE MOBILE		
EMAIL ADDRESS:		
MARITAL STATUS (TICK ONE) MARRIED SINGLE		
RESIDENT STATUS (TICK ONE) RESIDENT NON-RESIDENT		
AADHAAR NO:		
PAN No. [Attach Form 60 or 61, as the case may be, if PAN is not available]		
PURPOSE OF PURCHASE (Tick appropriate option) SELF USE INVESTMENT		
2. CO- APPLICANT		
SECOND APPLICANT NAME:		
FATHER'S / HUSBAND'S NAME:		
DATE OF BIRTH (IN DD/MM/YY): NATIONALITY:		
PROFESSION / OCCUPATION:		
PERMANENT ADDRESS:		
CORRESPONDENCE ADDRESS:		
Sole Applicant Joint/Co- Applicant		

TELEPHONE NOS.:RESIDENCE	MOBILE
EMAIL ADDRESS:	
MARITAL STATUS (TICK ONE) MARRIED	
RESIDENT STATUS (TICK ONE) RESIDENT	
AADHAAR NO:	
PAN No. [Attach Form 60 or 61, as the case may be, if PAN is n	
PURPOSE OF PURCHASE (Tick appropriate option) SELF U	JSE INVESTMENT
3. COMPANIES / FIRMS / SOCIETIES / TRUST / OTHERS	S
NAME OF COMPANY/ FIRM/ SOCIETY/ TRUST:	
CIN / REGISTRATION NO:	
REGISTERED OFFICE ADDRESS:	
CORRESPONDENCE ADDRESS:	
TELEPHONE NOS.:OFFICE	
EMAIL ADDRESS:	
NAME OF AUTHORISED SIGNATORY:	
AADHAAR NO OF AUTHORISED SIGNATORY:	
ADDRESS OF AUTHORISED SIGNATORY:	
PURPOSE OF PURCHASE (Tick appropriate option) SELF U	
DOCUMENTS TO BE SUBMITTED ALONG WITH	H THE BOOKING APPLICATION FORM
<ul> <li>Resident of India:</li> <li>Copy of PAN Card.</li> <li>Photographs in all cases.</li> <li>Copy of Aadhar Card</li> </ul>	
<ul> <li>Partnership Firm:</li> <li>Copy of PAN card of the partnership firm.</li> <li>Copy of partnership deed.</li> <li>In case of one of the partners has signed the documents, and the said person to act on behalf of the firm.</li> <li>Copy of Aadhar Card of Partners</li> <li>GST Registration</li> </ul>	n authority letter from the other partners authorizing
<ul> <li>Hindu Undivided Family (HUF):</li> <li>Copy of PAN card of HUF.</li> <li>Authority letter from all co-parcenor's of HUF authorizing the</li> <li>Copy of Aadhar Card of Karta</li> </ul>	Karta to act on behalf of HUF.
Sole Applicant	Joint/Co- Applicant

### **Private Limited & Limited Company:**

- Copy of PAN card of the company.
- Articles of Association ("AOA") & Memorandum of Association ("MOA") duly signed by the Company Secretary
  of the Company
- Board resolution authorizing the signatory of the Application form to buy property on behalf of the company.
- GST Registration

### NRI/Person of Indian Origin:

- Copy of the individual's passport/ PIO Card.
- Certificate by Indian Embassy of Country of residence.
- In case of demand draft ("DD"), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO/FCNR account of the allotee.
- In case of a cheque, all payments should be received from the NRE/NRO/FCNR account of the customer

### DETAILS OF THE PLOT OPTED FOR (TICK ANY ONE)

PREFERENCE	PLOT SIZE	
	From 100 sq. yd. to 140 sq. yd.	
	From 141 sq. yd. to 180 sq. yd.	

### DETAILS OF TOTAL PRICE

#### The break-up of the Total Price is mentioned below:

S.No.	DESCRIPTION	RATE PER SQ. YD.	GST
1.	Basic Sale Price ("BSP")	Rs/-	NIL
2.	Preferential Location Charges ("PLC")	As per charges mentioned below which will be added to the BSP value	As may be applicable
3.	Interest Free Maintenance Security Deposit ("IFMSD")	Rs. 200/- per sq. yd.	NIL
4.	Administrative Charges ("AC")	Rs. 14,000/- per Plot	As may be applicable

NOTE:

- 1. Stamp duty charges payable prior to the execution and registration of the agreement to sell and conveyance deed respectively;
- 2. Registration charges shall be payable directly at the Sub-Registrar's office at the time of registration of agreement to sell and conveyance deed respectively; and
- 3. For the purposes of conveyance deed, the value of the Plot shall be the sum total of BSP and PLC. For the purpose of RERA, the Total Price of the Plot includes all the charges mentioned above and extension charges, if payable, and no amount other than this shall be charged except for maintenance charges; and
- 3. Maximum PLC on a Unit shall be 10% only even though the Unit may have more than one or two PLC's applicable to it. However, PLC for units of service roads of sector roads shall be charged over and above the maximum limit of PLC of 10%.

S.No.	NATURE OF PLC	CHARGES
Ι.	East facing Plot	2.5% of BSP
ii.	Plot facing green area	5% of BSP
iii.	Plot with green area at their rear or any side	5% of BSP
iv.	Corner Plot	5% of BSP
V.	Plot located on roads of 24 mtrs in width	As may be decided by the Promoter
vi.	Plot located on service roads of sector roads	As may be decided by the Promoter

Sole Applicant .

## PAYMENT PLANS

### **INSTALLMENT PLAN**

Stages	Percentage (%) of Total Price
Booking Amount	Rs. 4,00,000/-
Within 5 days of draw results / allotment, whichever is earlier	Completion of 10% of Total Price
On or before 25.02.2020	15% of Total Price
On or before 25.05.2020 or upon commencement of Earth Work (whichever is later)	15% of Total Price
On or before 25.08.2020 or upon commencement of Sewerage / Storm Water Pipe Laying (whichever is later)	15% of Total Price
On or before 25.10.2020 or upon commencement of laying of Water Lines (whichever is later)	15% of Total Price
On or before 25.12.2020 or upon commencement of Road Work (WBM) (whichever is later)	15% of Total Price
Upon Application for grant of Completion Certificate	10% of Total Price
On offer of possession	5% of Total Price

FLEXI PLAN WITH 4% REBATE ON BSP			
Stages	Percentage (%) of Total Price		
Booking Amount	10% of Total Price		
Within 5 days of allotment	55% of Total Price		
Within 12 months of booking or Upon Commencement of Road Work (WBM) (which ever is later)	30% of Total Price		
On Offer of Possession	5% of Total Price		

DOWN PAYMENT PLAN WITH 8% REBATE ON BSP		
Stages	Percentage (%) of Total Price	
Booking Amount	10% of Total Price	
Within 5 days of allotment	55% of Total Price	
On or before 25.02.2020	30% of Total Price	
On Offer of Possession	5% of Total Price	

Sole Applicant \_\_\_\_\_

# SPECIFICATIONS, AMENITIES, FACILITIES OF THE PROJECT

AMENITIES & SPECIFICATIONS	DESCRIPTION
ROADS AND SIDE WALKS	<ul> <li>9 mtrs wide internal roads as per Norms, finished in aesthetically designed coloured concrete pavers.</li> <li>Environment friendly grass concrete pavers side walks</li> </ul>
GREEN AND PLAY AREA	<ul> <li>Manicured Greens across each District with smart drip &amp; sprinkler irrigation systems</li> <li>Kids play area in each District</li> </ul>
	Designer light poles with electricity saving LED lamps
SERVICES Sewerage and Storm Water	<ul> <li>Services in each District have been designed to take load for stilt plus four floors on a plot</li> <li>Independent sewerage treatment plant for each District</li> <li>Underground water tank for each District</li> </ul>
Water Supply	<ul> <li>Dual piping water supply system (Underground tank for portable water and STP treated water for flushing and irrigation)</li> <li>Electricity load of 5KW per plot as per DHBVN norms, additional load available on chargeable basis*</li> <li>Underground Electrical lines (Main and DG)</li> </ul>
Power Back-up Provision	<ul> <li>Dual pre-paid electricity meter for supply from Electricity board and DG sets</li> <li>Separate meter for common area electricity and water usage</li> <li>Common electrical cabling will be provided from each plot to the designated area of DG &amp; transformer within each District. DG cost, Operation and maintenance cost to be borne by RWA.</li> </ul>
SECURITY	<ul> <li>GATED: Manned gates with well-designed guard house / portal at designated locations with adequate CCTV cameras within each District</li> <li>BOUNDARY WALL: Boundary walls on selected boundaries of plots (which are either at the rear or on sides) which forms the boundary of the District</li> </ul>
SMART CITY FEATURES IN EACH DISTRICT	<ul> <li>Cycle stand at designated locations</li> <li>Clean drinking water outlet at designated locations</li> <li>Charging point for charging electric vehicles at designated locations</li> <li>Provide an ambulance, free of charge, for the common use by residents / allottees of the Project and the Other Project.*</li> <li>Promoter shall procure and provide a shuttle vehicle, free of charge for the common use by residents / allottees of the Project and the Other Project and the Other Project and the Other Project to be borne by the RWAs*</li> </ul>
	• A separate commercial complex shall be developed within each District, however, the same shall be sold separately by the Developer and is not part of the current offering
· · · · · · · · · · · · · · · · · · ·	*Conditions apply

Sole Applicant \_\_\_\_

### DECLARATION

I/We the above Applicant(s) do hereby declare that the above particulars/information given by me/us are true and correct and nothing has been mis-represented/concealed therefrom. I/We have read and signed all pages of this Application form and payment plans and agree to abide by the same.

NAME AND SIGNATURE OF THE APPLICANT(S)			
1.	2.	3.	
SIGN	SIGN	SIGN	
NAME	NAME	NAME	

FOR OFFICE USE ONLY			
RECEIVED BY			
CHEQUE NO.			
AMOUNT (IN RS.)			
BROKER NAME & STAMP			
VERIFIED BY			
DATE			
PLACE			

#### NOTES:

- 1. The Total Price as mentioned above includes GST/taxes, cess, EDC/IDC etc., as applicable at present and in case there is any change in the GST/taxes, cess, EDC/IDC etc., the subsequent amount payable shall be increased/ decreased based on such change/modification.
- 2. In addition to the Total Price, stamp duty and registration fees/charges etc., on the agreement to sell and conveyance deed shall be borne and paid by the Applicant(s), as applicable.
- 3. All payments are to be made by demand draft/pay order/cheque only drawn in favour of Ridgecraft Homes Private Limited, payable at New Delhi.

Sole	App	licant	,
------	-----	--------	---

### INDICATIVE TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF RESIDENTIAL PLOT IN THE PROJECT 'BPTP DISTRICT 5 BLOCK A', SITUATED AT SECTOR-84, VILLAGE KHERI KALAN, FARIDABAD, HARYANA.

The Applicant(s) will be allotted the residential Plot on the following broad terms and conditions, and these terms and conditions shall be comprehensively set out in the Agreement for Sale (hereinafter referred to as the **"Agreement")**. The following terms and conditions amongst other terms and conditions are indicative in nature, and shall always remain binding on the Applicant(s).

- 1. The Promoter hereby confirms that it is entitled to deal with the said Plot and the said Plot does not falls within the sale restriction imposed under the DDJAY Policy.
- The Promoter has registered the Project under the provisions of RERA with the Haryana Real Estate Regulatory Authority at Panchkula under registration no. HRERA-PKL-152-2019 dated 16.09.2019 under the name of "BPTP Nest 84-B". However, the Promoter has changed the name of the project to BPTP DISTRICT 5 BLOCK B.
- 3. The Applicant(s) declare that he/she/they are competent to make and submit the present application for booking of the aforesaid Plot, and there is no legal or contractual impediment or restriction on his/her/their making this application or the payment tendered hereunder.
- 4. The Applicant(s) confirms that he/she/they have been provided by the Promoter with all the relevant information, documents, plans, site map, specifications and such other credentials with respect to the title, ownership, competency, facilities, and basic infrastructure to be provided in the Project being developed by the Promoter. The Applicant(s) has confirmed that he/she/they have examined the said documents, plans, site map etc., and are fully satisfied in all respects with regard to the rights, title and interest of the owners / Promoter in the land on which the Project is being developed, and has understood all limitations and obligations of the Promoter in relation thereto and has relied solely on his/her/its/their own judgment and investigation while deciding to apply for allotment. The Applicant(s) confirms that no further investigation in this regard is or shall be required by him/her/them.
- 5. The Applicant(s) shall be liable to pay a Total Price as more detailed out in the aforesaid Performa and as per the Payment Plan. It is specifically agreed that an amount of Rs. 4,00,000/- shall always be treated as the booking amount ("Booking Amount"). It is hereby agreed and undertaken by the Applicant(s) that a sum more than 10% (ten percent) of the Total Price shall only be accepted after execution and delivery of the Agreement and its registration before the concerned Sub-Registrar.
- 6. The Applicant(s), in addition to the Total Price, shall also be liable to pay to the Promoter cost of stamp duty, registration fee and legal charges for the execution and registration of the Agreement and the conveyance deed, at the then applicable rates.
- 7. The Promoter shall handover possession of the Plot on or before 30.06.2024. The time frame for possession provided hereinabove is tentative and shall be subject to 'force majeure', court orders, government policy/ guidelines, decisions affecting the regular development of the Project and timely and prompt payment of all instalments and completion of formalities required. If, the completion of the Project is delayed due to the above mentioned conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot. However, the Promoter shall endeavour to deliver the possession of the Plot on or before 31.10.2021. It is hereby expressly clarified that the penalty provisions under the Real Estate (Regulation and Development) Act, 2016 ("RERA") shall only be applicable if the Promoter fails to give possession on or before 30.06.2024.
- 8. The Applicant agrees and undertakes that:
  - 8.1. The Applicant shall comply with all licenses and approvals with respect to the Project and specifically the provisions of DDJAY Policy as amended or re-enacted from time to time;

Sole Applicant \_

- 8.2. That the Applicant acknowledges that the internal roads within the Project are 9 meter wide and thus for proper vehicular movement and to avoid parking issues within the Project, the Applicant shall construct stilt parking in the Plot irrespective whether the Applicant is constructing a villa or floors. Further, the Applicant shall carryout the construction and development on the Plot in accordance with the rules, regulations, DDJAY Policy and other applicable laws. The Applicant hereby undertakes that neither him nor any person claiming under him shall park any vehicles on the internal roads of the Project.
- 8.3. It shall be an essential condition of allotment that the Plot shall not be used for any purposes other than for residential purposes. Prior to the start of the construction on the Plot, the Applicant(s) shall apply for and obtain from the Promoter a 'Service Certificate'. The Promoter shall issue the Service Certificate post receipt approved building plan having provision of stilt parking in the Plot.
- 8.4. The clubbing of Plot with any other plot in the Project or fragmentation of the Plot is not permitted.
- 9. The Promoters is in the process of developing another residential project under DDJAY Scheme in the vicinity of the Project, namely, "BPTP DISTRICT 5 BLOCK A" situated at Sector-84, Village Kheri Kalan, Faridabad, Haryana ("Other Project"). The Applicant hereby agree and acknowledge that Promoter shall procure and provide an ambulance, free of charge, for the common use by residents / allottees of the Project and the Other Project. The said ambulance shall be jointly managed, operated and maintained by the resident's welfare association/association of allottees of the Project and the Other Project, at their own costs and expenses. The make and model of the ambulance shall be solely and exclusively decided by the Promoter.
- 10. The Applicant hereby agree and acknowledge that the Promoter shall procure and provide a shuttle vehicle, free of charge for the common use by residents / allottees of the Project and the Other Project. The said shuttle vehicle shall be jointly managed, operated and maintained by the resident's welfare association/association of allottees of the Project and the Other Project, at their own costs and expenses. The route and timings for the shuttle vehicle shall also be jointly decided by the resident's welfare association/association of allottees of the Project and the Other Project. The make and model of the shuttle vehicle shall be solely and exclusively decided by the Promoter.
- 11. The Promoter has envisaged to provide an electrical load of 5KW per Plot the price of which his included in the Total Price. However, if the Applicant(s) wishes to obtain additional load for his Plot, the same shall be provided (if available) of payment of additional charges as may be decided by the Promoter. The Applicant(s) acknowledges that the Promoter may obtain bulk supply connection for supply of electricity and the Applicant(s) shall be bound to take it from the Promoter only and shall not apply directly to any state electricity board and/or any other competent authority for supply of electricity.
- 12. The Promoter shall also provide electrical wiring from the Plot to the designated area for DG sets within the Project the cost of which is included in the Total Price. However, the resident's welfare association/association of allottees of the Project shall purchase and install the requisite DG sets and electrical panels at their own costs and expenses.
- 13. The Promoter shall install manned gates at designated locations in the Project with CCTV cameras within the Project for security. The Promoter, without any additional cost, shall construct the boundary walls on selected boundaries of plots (which are either at the rear or on sides) which forms the boundary of the Project and the Applicant shall not object to the same.
- 14. The Promoter shall handover the community site in the Project to the government in accordance with the applicable laws.
- 15. The Applicant(s) hereby agrees to purchase the Plot on the specific understanding that his/her right to the use of common areas shall be subject to timely payment of total maintenance charges, as determined and thereafter, billed by the maintenance agency appointed by the Promoter or the association of allottees ("Maintenance Agency") and performance by the Applicant(s) of all his/her obligations in respect of the terms and conditions specified by the Maintenance Agency or the association of allottees from time to time. It is incumbent upon the

Applicant(s) to sign and execute a separate maintenance agreement for maintenance with the Maintenance Agency in this regard. The cost of such maintenance, for 3 (three) months from the issuance of the occupation certificate/part thereof has been included in the Total Price of the Plot. Thereafter, the Applicant(s) shall be liable to pay such maintenance charges, as determined and thereafter, billed by the maintenance agency.

- 16. The Applicant(s) declare that this Application is made solely for his/her/them and in the event, he/she/they intend to transfer this booking either in the name of any third party, he/she/they shall obtain the prior written consent of the Promoter and pay the necessary transfer charges / assignment fees, as may be determined by the Promoter from time to time. It is expressly agreed by the Applicant(s) that no application for transfer of the Plot shall be accepted by the Promoter until receipt of a sum equivalent to 30% of the Basic Sale Price of the Plot. The Applicant(s) shall ensure to be present for registration of the agreement before the concerned Sub-Registrar along with the transferee. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer. In the event of any imposition of executive instructions at any time after the date of the application to restrict nomination / transfer/ assignment of the Plot by any authority, the Promoter will have to comply with the same and the Applicant(s) has specifically noted the same.
- 17. In case the Applicant(s) wants to avail of a loan facility from his employer or financing bodies to facilitate the purchase of the Plot applied for, the Promoter shall facilitate the process subject to the following: (a) The terms of the financing agency shall exclusively be binding and applicable upon the Applicant(s) only; (b) The responsibility of getting the loan sanctioned and disbursed as per the Payment Plans shall rest exclusively on the Applicant(s); and (c) In the event of the Ioan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever, the payment to the Promoter, as per Payment Plan, shall be ensured by the Applicant(s), failing which, the Applicant(s) shall be governed by provisions contained in Clause 20 below.
- 18. The payment on or before due date of the instalment of Total Price by the Applicant(s) as per the Payment Plan and as demanded by the Promoter from time to time is the essence of the allotment. In case, the Applicant(s) fails to make the payments for any instalment, as aforesaid, the Applicant(s) shall be liable to pay interest thereon at the rates as prescribed in RERA and the rules prescribed therein from the due date of the instalment / payment till the date of actual payment. However, in case the Applicant(s) fails to make the payment with interest as aforesaid within a period of 90 (ninety) days from the notice of the Promoter in this regard, the Promoter, at its sole discretion, after due notice of 30 (thirty) days to the Applicant, shall have the right to cancel the allotment, and apply the amounts in the manner provided in Clause 20 hereinafter.
- 19. In addition to the aforesaid reason, the Promoter, at its sole discretion, after due notice of 30 (thirty) days to the Applicant(s), shall have the right to cancel the allotment in the event of other defaults/breach of the terms and conditions of allotment/transfer contained herein including if any information provided by the Applicant(s) are found to be false or misleading. Further, in the event of default for any reason whatsoever in terms of the loan agreement entered into with the financial institution/agency by the Applicant(s), the Applicant(s) authorize the Promoter, upon receipt of such request from the financial institution / agency without any reference to the Applicant(s), to forthwith cancel the allotment of the Plot.
- 20. In the event of cancellation of allotment for the reasons provided in Clauses 18 and 19 hereinabove and/or in the event of cancellation/withdrawal by the Applicant(s) from the Project except for the default of the Promoter, the Applicant(s):
  - 20.1. (Applicable in cases of financing from bank/financial institution) hereby authorize the Promoter to (i) repay directly to the financial institution/agency the entire disbursement amount received by the Promoter till that date from the financial institution/agency, and (ii) forfeit, out of the amounts directly paid/payable by the Applicant(s) (*i.e., Applicants' own contribution*), the Booking Amount, any interest due, Pre-EMI interest and commission / brokerage payout borne by the Promoter, and refund the balance amount directly to the bank/financial institution, without any interest, if any, OR the Applicant(s) shall be liable to

Sole Applicant \_

pay to the Promoter the deficit amount (*i.e.*, **the difference between the Booking Amount**, **any interest due**, **Pre-EMI interest and commission** / **brokerage**, **and the Applicants' own contribution paid till the date of cancellation**), within 30 (thirty) days from the date of the cancellation.

- 20.2. (Applicable in cases of 100% self financing) hereby authorize the Promoter to forfeit, out of the amounts paid/payable by the Applicant (*i.e., Applicant's own contribution*), the Booking Amount, any interest due, and commission / brokerage payout borne by the Promoter, and refund the balance amount to the Applicant(s), without any interest, if any, within (120) One Hundred Twenty Days from the date of receipt of entire sale consideration collected from the sale of the Plot by the Promoter to any third Party OR the Applicant(s) shall be liable to pay the deficit amount (*i.e., the difference between the Booking Amount, any interest due and commission / brokerage, and the Applicants' own contribution paid till the date of cancellation*), within 30 (thirty) days from the date of the cancellation.
- 21. The Applicant(s) has been made to understand that the completion and progress of construction is subject to timely receipt of instalments and other charges as per the Payment Plan. The Applicant(s) understands that withdrawal or cancellation of allotment on account of default, at any time, shall affect the funding of the Project and hamper / delay its progress, resulting into incurring losses and/or damages by the Promoter.
- 22. That the Applicant(s) agrees and undertakes to complete the construction of the house on the Plot within 4 (four) years from the date of execution of conveyance deed or issue of zoning plan, whichever is later. In case the Applicant(s) fails to complete the construction on the Plot within the period stipulated herein, the Applicant(s) shall approach the Promoter for extension of the period subject to payment of extension charges to be calculated at Rs. 100/- (Rupees One Hundred Only) per sq. yd. on the area of the Plot.
- 23. The Promoter may create a charge or mortgage the Project with a lender to obtain financing. In such a case, the Promoter or such financial institution/bank, as the case may be, shall always have the first charge on the said Plot for all their dues and any other sums payable by the Applicant(s). However, the Promoter shall ensure that the Plot shall be free from all encumbrances at the time of execution of conveyance deed in favour of the Applicant(s).
- 24. Any charges, levies, taxes or fee, in whatever the manner, which, may be charged, imposed or levied, or any increase in the existing charges and taxes, either on the Plot or on the construction of the Project or on the input or materials or equipment's used or supplied in execution of or in connection with the development of the Plot at any time, in future or retrospectively, by any statutory body, or by the Central/State Government, shall be paid by the Applicant(s) only on pro-rata basis and the Applicant(s) shall keep the Promoter duly indemnified for the same.
- 25. In case of any revision in the internal development charges, infrastructure augmentation charges, external development charges, or any other charge, levy, tax, fee, cess etc., of any nature, is levied or imposed by any authority, in future or retrospectively, with respect to the Project, the same shall be binding on the Applicant(s) and shall be charged to the account of the Applicant(s) on pro-rata basis and be payable to the Promoter on demand.
- 26. The Applicant(s) shall be responsible and liable to pay to various government / private authorities all charges pertaining to consumption of water, electricity, power back up, telephone, sewage and other utility services in respect of the Plot as per the bills raised through pre-paid metering or otherwise. The Applicant(s) shall also be liable to pay the municipal / house / property tax etc., by whatever name called, in respect of the Plot from the date of levy thereof.
- 27. The Applicant(s) agree that it shall be the responsibility of the Applicant(s) to comply with the necessary formalities as laid down in the Foreign Exchange Management Act ("FEMA") (if applicable) with respect to remittance of payments, acquisition, sale, transfer of immovable property(ies) etc., and provide the Promoter with such permissions, approvals, which would enable the Promoter to fulfil its obligations. The Applicant(s) agree that in the event of any failure on our part to comply with the applicable guidelines issued by the Reserve

Sole Applicant \_

Bank of India, he/she/they shall alone be liable for any action under FEMA and he/she/they will keep the Promoter fully indemnified and harmless in this regards.

- 28. In case there are joint applicant(s), all communications shall be sent by the Promoter to the first applicant only at the mailing address given by him which shall be deemed as served on all Applicant(s) and no separate communications shall be sent to the joint applicant(s). The address given in the application form shall be final unless any change is intimated under Registered AD letter. All demand notices, letters etc., posted at the given address shall be deemed to have been received by the Applicant(s) and the Applicant(s) shall be responsible for any default in payment and other consequences that might occur therefrom.
- 29. All payments by the Applicant(s) shall be made to the Promoter through Demand Drafts/Cheques drawn upon scheduled banks in favour of "*Designer Realtors Private Limited*" payable at New Delhi only. In cases of dishonour of the cheque(s) comprising the Booking Amount / token advances or any other instalment due to any reason, without prejudice to any other legal right or remedy the Promoter may have, the Promoter may accept a fresh cheque by imposing administration charges of Rs. 1,000/- plus GST per instance and/or the Promoter reserves its right to cancel the allotment and treat the Booking Amount/ token advance as forfeited, and the Promoter shall be freely entitled to re-allot the Plot to any other third party.
- 30. The Applicant(s) has fully read and understood the above mentioned terms and conditions, and agrees to abide by the same. The Applicant(s) understands that the terms and conditions given above are of indicative nature with a view to acquaint the Applicant(s) and are not exhaustive. The terms and conditions will be comprehensively set out in the Agreement.
- 31. The Applicant(s) understands and agrees that the Promoter is in the process of going through a merger / demerger / re-organization exercise along with its parent / group / subsidiary companies and that the Applicant(s) shall not object to any such merger / de-merger / re-organization exercise.
- 32. The Applicant(s) understands and agrees that the Promoter has taken permission from BPTP Ltd., a company registered under the Companies Act, 1956 having its registered office at OT-14, 3rd Floor, Next Door, Parklands, Sector-76, Faridabad, Haryana- 121004, to use it's trademark **"BPTP"** for the Project and that BPTP Ltd. has no other connection whatsoever with the Project and shall not be held liable for any act or omission of the Promoter.
- 33. The Applicant(s) understands and agrees that under no circumstances shall, the payments made under this Application or subsequent agreements, be construed or deemed to create, in any manner whatsoever, a lien on the said Plot in favour of the Applicant(s). The Applicant(s) clearly understands that the ultimate conveyance of the Plot and handover of the possession of the Plot in his/her/their favour is contingent on the payment of the complete Total Price and all outstanding dues and faithful performance by him/her/them of all the obligations agreed and undertaken herein.
- 34. The Applicant(s) hereby undertakes to execute and deliver 2 (two) copies of the Agreement to the Promoter within fifteen (15) days from the date of receipt of the Agreement by the Allottee and thereafter, appear for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. Any failure on the part of the Applicant(s) to return the duly signed Agreement and/or appear before the Sub-Registrar for its registration within the stipulated time, then the Promoter shall serve a fair opportunity / notice to the Applicant(s) for rectifying the default, which if not rectified within fifteen (15) days from the date of its receipt by the Applicant(s), application of the Applicant(s) shall be treated as cancelled and all sums deposited by the Applicant(s) in connection therewith including the application fee shall be returned to the Applicant(s), after forfeiting the 10% of the Total Price, without any interest or compensation whatsoever, and the Applicant(s) shall be left with no right and/or interest whatsoever in the Plot applied for by the Applicant(s).
- 35. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Application, 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 the adjudicating officer or the Authority, as the case may be, appointed under RERA.