

BPTP LIMITED

Application for Provisional Allotment of Villa/Unit at "Visionnaire" Sector- 70-A, Gurgaon, Haryana.

Application No.....

Dated.....

Native Buildcon Pvt. Ltd. ("Company")

(A JV between BPTP Group Companies and Institutional Investors)

BPTP Crest, Plot no. 15,

Udyog Vihar Phase – IV

Gurgaon - 122015

Dear Sir/s,

#I wish to tender my expression of interest for the provisional allotment of "**Semi-Finished Villa**" bearing number ___ tentatively admeasuring _____ sq. ft. (____sq. mtrs.) Built up area, constructed on Plot Area admeasuring _____ sq. yd. (____sq. mt.) approx. ("**Unit**") in your forthcoming project "**Visionnaire**", Sector 70-A, Gurgaon (hereinafter referred to as "**Project**") being part of an Integrated Township measuring approx. 102.2 acres falling in revenue estate of Village Palra in Sector- 70 & 70-A, Gurgaon-Manesar Urban Complex, Gurgaon (Haryana)(hereinafter referred to as "**Colony**"), in respect of which Director General, Town and Country Planning has issued a License bearing no. 15 of 2011 dated 07/03/2011 (hereinafter referred to as "**Licence**") under your Construction Linked Payment Plan [] / Down Payment Plan [] / Subvention Plan [] ("**Payment Plan**").

I herewith tender a sum of Rs. _____ (Rupees _____ only) by Bank Draft/Cheque dated _____ as Booking Amount. In case of non-realization of complete booking amount, for any reason whatsoever, the Company shall forfeit the partial booking amount paid by the Applicant(s) and cancel the allotment.

I understand and agree that this application is a mere request for provisional allotment and same does not constitute or create any right, title or interest whatsoever in my favour in respect of the Unit applied for, notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. In the event the Unit is allotted to me, I agree to pay all installments and all other dues, charges and taxes including any enhancement or fresh incidence of tax in terms of the Payment Plan opted, as stipulated in this application or as may be required by law or demanded by the Company in future.

I understand and agree that by submitting this Application, I do not become entitled to the final allotment of Unit in the said Project and the allotment shall be confirmed only after signing of Villa Buyer's Agreement. I shall, in addition, sign and execute all necessary documents including but not

limited to affidavits, undertakings, Villa Buyer's Agreement and unequivocally agree to abide by the terms and conditions laid down therein. If, however, I fail to execute the necessary documents/affidavits, receipts etc. including the Standard Villa Buyer's Agreement, within the stipulated time, this Application may be treated as cancelled at the sole discretion of the Company. If the Company cancels this application, then on such cancellation, the booking amount along with any other amounts of non-refundable nature (as defined in the terms and conditions enclosed), paid by me shall stand forfeited. If for any reason whatsoever, the Company is not in a position to confirm and finally allot a Unit in the Project, the Company shall refund the amount deposited by me without any interest. I understand and agree that the Company shall have no other liability of any kind whatsoever except to the refund of the said amount.

I am tendering this application with the full knowledge that the Company along with its associate/subsidiary/group/affiliate companies is in the process of developing the said Project and shall confirm the allotment of Unit in due course of time, subject to availability.

I acknowledge and confirm that the Company has provided all information, clarifications and documents in relation to the forthcoming Project as was demanded by me and that I am fully satisfied with the same but I have relied on my own judgment and investigation in deciding to apply for provisional allotment of the said Unit in the forthcoming Project. I have not relied upon and/or been influenced by any architect's plans, advertisements, brochures, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Company, or channel partners or otherwise including but not limited to any representations relating to the description or physical condition of the forthcoming Project and/or the Unit sought to be allotted in the said Project. Further, the terms and conditions contained herein are self-explanatory and complete in all respects and nothing except stated herein shall be considered to be part of this Application.

I have read, clearly understood and agreed to abide by the terms and conditions enclosed with this application, including those relating to payment of sale consideration and other charges including delayed payment charges, forfeiture of the Earnest Money and deduction of any interest amount, due or payable, and/or any other amount of non-refundable nature, etc. as laid down in this application and its attachments. All the payments towards Development Charges, Preferential Location charges, Maintenance Charges, Service Tax and any other statutory charges or any enhancement or fresh incidence of tax, if any, shall be payable by the Applicant(s), as and when demanded by the Company or its designated maintenance agency for the said Project. The stamp duty, registration fee and miscellaneous charges towards registration of conveyance deed shall be paid extra by the Applicant(s).

I 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 policies. If the Subvention Scheme is availed by me, I shall be liable to pay any amounts not covered by the bank funding and I shall not be eligible for any rebate/discount offered by the Company. I

further understand that the Subvention Scheme offered by the Company is based on the interest rates applicable to individuals. I agree and understand that if a unit is booked in the name of an Applicant other than an individual (natural person), any additional cost due to higher rate of interest shall be borne by such Applicant(s).

Notwithstanding anything contained herein, I understand and agree that the validity of this application shall be subject to realization of the amount tendered by me with this application.

Any reference in this application form to the singular i.e. "I/Me/My" includes the plural i.e. "We/Our/Us" in case of more than one Applicant.

(Starred points are mandatorily, to be filled up by the Applicant(s), half-filled form shall be rejected)

1	<p>SOLE OR FIRST APPLICANT(S)</p> <p>*Mr./Mrs./Ms. _____</p> <p>*S/W/D/o _____</p> <p>*Nationality _____</p> <p>*Age _____ years, Profession _____ Service _____</p> <p>Residential Status:</p> <p>*Resident/NRI/PIO _____</p>	<p>Please affix your photograph here</p>
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*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 : _____

2 SECOND APPLICANT(S)

*Mr./Mrs./Ms. _____

*S/W/D/o _____

*Nationality _____

*Age _____ years, Profession _____ Service _____

Residential Status:

*Resident/ NRI /PIO _____

Please affix
your
photograph
here

*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 : _____

3 THIRD APPLICANT(S)

*Mr./Mrs./Ms. _____

*S/W/D/o _____

*Nationality _____

*Age ____ years, Profession _____ Service _____

Residential Status:

*Resident/NRI/PIO _____

Please affix
your
photograph
here

*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 The Cost of Property (subject to any variation as per clause 4B) for Villa/Unit at "Visionnaire", Sector 70-A Gurgaon, Haryana, shall include the following:

A. Basic Sale Price: _____/-

B. Development Charges ("DC") @ Rs. _____ - per Square Yard (Rs. _____/- per sq. mtr.)
calculated on Plot Area.

C. Preferential Location Charge ("PLC"), as applicable due to the locational advantage of Unit, as per the table below. However, the total PLC for a Unit shall not exceed 30% of BSP.

Preferential Location Charges (PLC's) on BSP	
24 mtrs. road and above	10% of BSP
Two side open	10% of BSP
Corner	10% of BSP
Park Facing	20% of BSP

Total amount payable for PLC: _____/-.

#That 15% of the Cost of Property (COP) shall constitute "Earnest Money", i.e. Rs. _____/- (Rupees _____ Only).

The Cost of Property does not include following charges/amounts, but the same shall be payable by the Applicant(s) as and when demanded by the Company:

- A. Electricity connection charges (**ECC**) and Electrification Charges (**EC**) shall be charged extra and will be communicated at the time of offer of possession.
- B. Club member Charges (**CMC**):Rs. 3,00,000/- per family.
- C. Interest Free Maintenance Security Deposit ("**IFMS**") @ Rs. 50/- per square feet calculated on Built-up Area of the Unit.
- D. Power back up installation charges (**PBIC**) @ RS. 20,000/- per KVA and will be payable at the time of making offer of possession of the unit.
- E. Water connection charges, sewer connection charge and road cutting charges are collectively called as Utility Connection Charges ("**UCC**") and shall be communicated at the time of offer of possession.
- F. Cost of construction of Sewerage Treatment Plant shall be charged extra and will be communicated at the time of offer of possession.
- G. Any other charge(s) which the Company / Maintenance Service Provider may demand for providing any additional service/ amenity/ facility etc. or for up gradation of any existing service/ amenity/ facility etc.

*"**Development Charges**" or "**DC**" shall mean the amount charged by the Company from the Applicant(s) towards carrying out the developmental works inside or around the Project, including but not limited to the payment of the following:

- (a) (i) External Development Charges (EDC) and Infrastructure Development Charges (IDC) as conveyed and/or demanded by the HUDA, DTCP or the Government of Haryana and any increase thereof, retrospectively or prospectively,
(ii) Any interest paid and/or payable thereon to the concerned Authorities including any increase, retrospectively or prospectively,
- (b) (i) Infrastructure Augmentation Charge (IAC) as conveyed and/or demanded by the HUDA, DTCP or the Government of Haryana any increase thereof, retrospectively or prospectively,
(ii) Any interest paid and/or payable thereon to the concerned Authorities including any increase, retrospectively or prospectively,
- (c) The cost of such other developmental works as may be undertaken by the Company within or around the Project that are not charged specifically elsewhere.
- (d) Cost incurred by the Company on the capital invested in making payment of any of the Development Charges, to be determined @ 18% per annum on the capital invested.

5 PAYMENT PLAN: CONSTRUCTION LINKED PAYMENT PLAN [] / DOWN PAYMENT PLAN [] / SUBVENTION PLAN []

Construction Linked Payment Plan		
Linked Stages	Payment	
On Booking	Rs. 20 Lacs /Rs. 25 Lacs /Rs. 40 Lacs	
Within 45 days of booking	To complete 15 % of BSP	
Within 90 days of booking	7.5% of BSP	50 % of DC
Within 135 days of booking	7.5% of BSP	50 % of DC
On Start of Excavation	7.5% of BSP	50 % of PLC
On Casting Basement roof Slab	7.5% of BSP	50 % of PLC
On Casting Ground Floor roof Slab	7.5% of BSP	100 % of Club Membership Charges
On Casting First Floor roof Slab	7.5% of BSP	
On Casting Second Floor roof Slab	7.5% of BSP	
On Completion of Brick Work	7.5% of BSP	
On Completion of External Plaster	7.5% of BSP	
On Start of services / electrical /plumbing work	7.5% of BSP	
On offer of possession	10% of BSP	IFMS + PBIC + Stamp Duty + Registration charges & Administrative Charges + all other applicable charges

Down Payment Plan (with 10% rebate on 90% of BSP)	
Stage	Payment
On Booking	Rs. 20 Lacs /Rs. 25 Lacs /Rs. 40 Lacs
Within 45 days of booking	To complete 10% of BSP
Within 90 days of booking	80% of BSP + 100% of DC + CMC + PLC
On offer of possession	10% of BSP IFMS + PBIC + Stamp Duty + Registration charges & Administrative Charges+ all other applicable charges

Subvention Plan		
Stages	Client's Contribution	Bank's Contribution
At the time of booking	Rs. 20 Lacs /Rs. 25 Lacs /Rs. 40 Lacs	
Within 45 days of booking	To complete 15% of COP	
Start of excavation		35% of COP
On casting of second floor slab		35% of COP
On completion of external plaster		10% of COP
On offer of possession	5% of COP (from the customer/bank)	
	IFMS + PBIC + CMC + Stamp Duty + Registration charges & Administrative Charges+ all other applicable charges	

Possession Linked Payment Plan (PLP Plan)	
Stage	Payment
On Booking	Rs. 20 Lacs /Rs. 25 Lacs /Rs. 40 Lacs
Within 45 days of booking	To complete 30% of BSP
Within 365 days of booking	30% of BSP + DC + CMC + PLC
On possession	40% of BSP + IFMS + PBIC + Stamp Duty + Registration charges & Administrative Charges

*Cost of Property (COP) = Basic Sales Price + Development Charges+ PLC.

	<p>Note:-</p> <ol style="list-style-type: none"> i. Service tax shall be payable extra, as applicable. ii. The subvention Scheme will be available from the bank till 30th June 2013 and may be extended for further period at the sole discretion of the company. iii. Under subvention scheme, Interest on Bank loan, till offer of possession is made, will be borne by the company. iv. If the Applicant(s) opts for home loan the Applicant(s) shall, within 30 days from the date of this application, submit the bank sanction letter with the company, failing which penal interest shall be accrued on the payments due. v. Payments to be made only by way of A/c Payee Cheque / Demand draft payable at par at New Delhi or by way of an electronic transfer in favour of “M/s Native Buildcon Private Limited” in an Account bearing no. 0411150028, Kotak Mahindra Bank or in favour of such subsidiary / associate / group/affiliate company as may be advised by the Company. 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 the installment by the Applicant(s).
6	<p>Sales Organiser's Name & Address:</p> <p>_____</p>
7	<p>DECLARATION:</p> <p>I the applicant do hereby solemnly affirm and declare that my application for allotment of a Unit with the Company is irrevocable and the allotment, if made by the Company, shall be binding upon me. The abovementioned particulars / information given by me are true and correct and nothing has been concealed there from. I hereby confirm and undertake that I have independently read and understood the terms and conditions of this application, which has been duly signed by me and I 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

Villa/Unit No. _____, Block No. _____

Built Up Area: _____ sq.ft. (approx.) _____ sq. mtr. (approx.)

Plot Area _____ sq. yd. (_____ sq. mt.)

2. Cost of Property (COP):

i. Basic Sale Price (BSP): Rs. _____/-

ii. Development Charges (DC): Rs. _____/-

iii. Preferential location Charges (PLC), if applicable: Rs. _____/-

Total COP Rs _____/-

3. PAYMENT PLAN: Construction Linked Payment Plan [] / Self-Funding Payment Plan [] / Down Payment Plan [] / Subvention Plan []

4. Payment received vide Cheque/DD/Pay Order No. _____ dated. _____ for Rs. _____ out of NRE/ NRO/ FC/ SB /CUR/ CA _____ Account

4. Provisional Booking receipt no. _____ dated _____

5. Remarks:

Date: _____

Place: _____

Cleared by Stock on _____

Authorized Signatory

Signature

BROAD BINDING INDICATIVE TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION

A. Nature of these Terms and Conditions.

1. The Terms and Conditions given below have been thoroughly read, understood and agreed between the Applicant (s) and the Company and shall remain binding and enforceable on the parties in terms hereof. The said Terms and Conditions are also indicative of the broad content of the terms and conditions as will be more comprehensively and elaborately set out in the Villa Buyer's Agreement available at the Company's customer care center, and which shall supersede these terms and conditions on its execution.
2. These Terms and Conditions are applicable for the provisional allotment of a semi-finished Villa wherein basic column and beam structure shall be completed by the Company and the internal layout whereof shall be open for design and customization by the Applicant(s) (hereinafter referred to as "Unit") in "Visionnaire", Sector – 70-A, Gurgaon, (hereinafter referred to as "Project") being part of an Integrated Township measuring approx. 102.2 acres falling in revenue estate of Village Palra in Sector- 70 & 70-A, Gurgaon-Manesar Urban Complex, Gurgaon (Haryana) (hereinafter referred to as "Colony") consisting of plots, Villas, Shopping Centres, Hospitals, Schools, etc.

B. Verification and Sufficiency of Title to the Unit.

1. The Applicant(s) has tendered this Application for provisional allotment of a Unit in the said Project with full knowledge of and subject to all the laws/notifications and rules applicable to this area in general and this Project/Colony in particular, including the limitations and obligations of the Company in relation to or in connection with the development/construction of Units on the land on which the said Project is being developed.
2. The Applicant(s) has satisfied himself/herself that M/s Countrywide Promoters Pvt. Ltd, a company incorporated under the Companies Act 1956, having its registered office at M-11, Middle Circle, Connaught Circus, New Delhi-110001, along-with its associate/group companies and collaborating parties are the Owner/licensee in possession of the land approx. 102.2 Acres or thereabouts falling in revenue estate of Village Palra in Sector- 70 & 70-A, Gurgaon ("Entire Land") and is sufficiently entitled to develop, sell and deal with the said Colony proposed to be developed on the Entire land, in respect of which the Director Town and Country Planning, Chandigarh, Haryana has issued the Licence bearing number 15 of 2011 dated 07/03/2011 (hereinafter referred to as the "said License"). The Land Owners has authorized M/s BPTP Ltd. ("BPTP"), to develop the said colony on the entire land and to sell, market, deal, negotiate, sign and execute agreement, conveyance deed etc. with the Applicant(s)/prospective purchasers/buyers at the rates and terms and conditions to be determined in its sole discretion and also to receive all payments and issue receipts thereof in its own name. In exercise of the aforesaid rights granted by Land Owners to BPTP, BPTP has further authorized the Company to undertake development of the said Project over the portion of Entire Land and to sell, market, deal, negotiate, sign and execute agreement, conveyance deed etc. with the Applicant(s)/prospective

purchasers/buyers at the rates and terms and conditions to be determined in its sole discretion and also to receive all payments and issue receipts thereof in its own name.

3. The Applicant(s) acknowledges that he/she has inspected the relevant documents/papers and is fully satisfied with the right, title and interest of the Owners/Licensee to the Entire Land and has understood all limitations and obligations of the Owners/Licensee in respect thereof. The Applicant(s) states and undertakes not to hereinafter raise objections with respect to the Owners/Licensee right/title/interest in the Entire Land.
4. The Applicant(s) has tendered this Application for provisional allotment of a Unit in the Project without relying on any representations and assurances of the Company or any of its representatives or agents or channel partners and with full cognizance of the fact that the Company cannot provide oral representations and assurances, and has agreed to purchase the Unit from the Company on as is where is basis (which shall refer not only to the physical condition of the Land and Unit, their contents/inclusions at the time of this sale, but also to the condition of the title or other evidence of ownership and the extent and state of whatever rights , interests and participation over Said Land and Unit with the Company at the time of the Sale) without any recourse to warranties implied in terms hereof.
5. That the Applicant(s) understands and agrees that the allotment of the Unit shall be made by the Company on priority basis i.e. 'First-come-First basis' subject to receipt of full booking amount and scrutiny of the Application Form for provisional allotment. The Applicant(s) further understands and agrees that subject to the conditions mentioned herein, if the Applicant(s) has indicated any preference for the allotment of a Unit on any particular location, the allotment shall be made by the Company subject to the availability of the Unit in accordance with the preference indicated by the Applicant(s).
6. That in case, the Applicant(s) has booked the Unit through a channel partner, the channel partner alone shall be responsible for any representations/promises/ commitments made by such channel partner to the Applicant(s), save and except as mentioned herein, and the Applicant(s) agrees that the Company shall not be responsible for any such representations/promises and / or commitments made by a channel partner to the Applicant(s).

C. Villa Buyer's Agreement; Consideration and Payment Obligations; Ownership Rights.

1. The Applicant(s) shall execute a VillaBuyer's Agreement with the Company within 30 days from the date of dispatch of such Agreement through registered post by the Company along with the affidavits, declarations and undertakings contained therein. If the Applicant(s) fails to execute and deliver the Villa Buyer's Agreement to the Company within aforesaid stipulated period, then the allotment of the Applicant(s) shall be treated as cancelled and the Earnest Money and Non Refundable Amount (as defined hereinafter) paid by the Applicant (s) shall stand forfeited.
2. The Applicant(s) shall pay the Cost of Property for the Unit and other charges calculated by the Company on the basis of the Built up area and/or Plot Area (as applicable). The Built-up Area shall mean the entire area enclosed by the periphery walls and shall also include areas underwalls and columns, verandas, terraces, balconies, basement area, sunken courtyard and staircases, lift shafts, services shafts, elevation features, pergolas,

