

APPLICATION FORM

Application No. _____

Date. _____

Customer Code No. _____

Commercial Shop/Office No. _____

Please affix
Passport
Size
Photograph

Please affix
Passport
Size
Photograph

To,

BPTP LIMITED

M-11, Middle Circle,
Connaught Circus,
New Delhi 110 001

Sub: Application for Allotment of a [commercial shop/office space / retail space] in the project 'Capital City' situated at Plot No. 2, Sector - 94, Noida, District Gautam Budh Nagar, Uttar Pradesh.

Dear Sir,

I/We request that I/We may be considered for allotment of a [commercial shop/office space / retail space], as more fully described in Performa hereinafter ("**Unit**") in your project '**Capital City**' situated at Plot No. 2, Sector - 94, Noida, District Gautam Budh Nagar, Uttar Pradesh ("**Project**") which is being developed by M/s. BPTP LIMITED ("**Promoter**").

I/we opt to pay the Total Price of the Unit, along with other charges and deposits, as per the **Payment Plan** enclosed herewith. I/We remit, herewith, a sum of Rs. _____/- (Rupees _____ only) by Demand Draft/Cheque bearing no. _____ dated _____ drawn on _____ favoring "BPTP Limited", as:

- i. token advance being part payment towards the booking amount of Rs. _____/ (Rupees _____

only) towards the allotment of the Unit as per the Payment Plan.

OR (strike off, whichever is not applicable)

- ii. prescribed booking amount towards the allotment of the Unit as per the Payment Plan.

I/We understand that the submission of this signed application form and payment by me/us of the booking amount/ token advances shall not constitute a right to allotment of the Unit 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 Unit 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 amounts/ token advances without interest.

I/We agree to pay future instalments of 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 standard Agreement for Sale containing detailed terms & conditions and other subsequent agreements on Promoter's format as and when called upon by the Promoter.

I/We agree that the acceptance of my/our application does not entitle me/us to any right in the Unit until the Agreement for Sale is executed and all payments towards Total Price, in full, have been paid by me/us on or before the due dates. This Application does not constitute an agreement to sell.

I/We further agree that I/we shall abide by the terms and conditions of the Agreement for Sale for allotment of the Unit.

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		OFFICE		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]	
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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:						
TELEPHONE NOS.:	RESIDENCE		OFFICE		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]						

3. COMPANIES / FIRMS / SOCIETIES / TRUST / OTHERS

NAME OF COMPANY/ FIRM/	
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SOCIETY/ TRUST:			
CIN/ REGISTRATION NO:			
PAN NO:			
REGISTERED OFFICE ADDRESS:			
CORRESPONDENCE ADDRESS:			
TELEPHONE NOS:	OFFICE		FAX
EMAIL ADDRESS:			
NAME OF AUTHORISED SIGNATORY:		AADHAAR NO OF AUTHORISED SIGNATORY	
ADDRESS OF AUTHORISED SIGNATORY:			

I/We enclose herewith self attested copies of following documents:

- 1) PAN Card
- 2) Identity Proof
 - a. Aadhaar Card
 - b. Passport
 - c. Election Card
 - d. Driving License
 - e. Photo Identity issued by Government / Defence services / Public Sector undertaking with address
- 3) Resident Proof (in case permanent address is different from the address given in point 2 above)
 - a. Utility bill, which is not more than 3 months old
 - b. Bank statement / passbook not more than 3 months old containing residential address, along with the self-signed cheque from the same account and signed by the Applicant.
 - c. Letter from a recognized public authority or public servant verifying the address of the customer.
 - d. Domicile certificate with communication address Registered lease / leave and licence agreement with a utility bill in the name of the landlord.
 - e. Address proof in the name of the father / mother / spouse / blood relative of the Applicant, with a supporting document that establishes the relationship between the Applicant and the person in whose name the address proof is available.
- 4) Copy of Memorandum and Articles of Association and Board's Resolution (if Applicant is a company)
- 5) Copy of Partnership Deed/ Authority Letter/Resolution (if Applicant is partnership)

- firm/society/ trust)
- 6) All payment received from the Non Resident Indian Applicant shall be from NRE/ NRO account only and Applicant shall be required to provide copy of passport/ certificate of POI/ OCI.
 - 7) This application shall be considered incomplete if not accompanied by the required documents.

DETAILS OF THE COMMERICAL SHOP / OFFICE SPACE / RETAIL SPACE

UNIT TYPE	
UNIT NO.	
FLOOR NO.	
BUILDING NO.	
CARPET AREA (IN SQ. FT.)	
CAR PARKING DETAILS, IF ANY	

DETAILS OF TOTAL PRICE

SPECIFICATIONS

PAYMENT PLAN

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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	
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 **BPTP Limited, payable at New Delhi.**

INDICATIVE TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF A [COMMERCIAL SHOP / OFFICE SPACE / RETAIL SPACE] IN THE PROJECT 'CAPITAL CITY', SITUATED AT PLOT NO. 2, SECTOR - 94, NOIDA, DISTRICT GAUTAM BUDH NAGAR, UTTAR PRADESH

The Applicant(s) will be allotted a [commercial shop / office space / retail space] 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). The Applicant agrees that the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") and the rules and regulations thereof has come into existence and effect, due to which the Promoter shall be entitled to carry out such changes in this Application/Agreement / any other agreement or part thereof as may be required and to which the Applicant shall not raise any objection and undertakes to sign any agreement or document in this regard.

1. The Promoter has registered the Project under the provisions of RERA with the Uttar Pradesh Real Estate Regulatory Authority on 01.01.2017 under registration no. UPRERAPRJ7063 of 2017.
2. The Applicant(s) declare that he/she/they are competent to make and submit the present application for booking of the aforesaid Unit, and there is no legal or contractual impediment or restriction on his/her/their making this application or the payment tendered hereunder.
3. 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.
4. 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 the aggregate amount to the extent of 10% (ten percent) of the Total Price shall always be treated as the booking amount ("**Booking Amount**").
5. 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 rate which may be applicable then.
6. The Promoter shall handover possession of the Unit on or before 30.06.2020. The time frame for possession provided hereinabove is tentative and shall be subject to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project, and timely and prompt payment of all instalments and completion of formalities required.

7. The Applicant(s) hereby agrees to purchase the Unit 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 Unit. Thereafter, the Applicant(s) shall be liable to pay such maintenance charges, as determined and thereafter, billed by the maintenance agency.
8. The Promoter reserves the right to implement '*Pay and Park Facility*' in the said Project at its sole discretion and the Applicant(s) undertakes to pay the parking charges at the rate determined by Promoter or its Maintenance Agency, as the case may be, for utilizing the parking facility provided. The Applicant(s) understands and confirms that the '*Pay and Park*' facility is subject to availability of parking space and right of admission in this regard shall be at the sole discretion of the Promoter.
9. 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. 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 Unit by any authority, the Promoter will have to comply with the same and the Applicant(s) has specifically noted the same.
10. It shall be an essential condition of allotment that the Unit shall not be used for any purposes other than for **commercial purposes**.
11. In case the Applicant(s) wants to avail of a loan facility from financing bodies to facilitate the purchase of the Unit 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 loan 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 14 below.
12. 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 6 (six) months from the notice of the Promoter in this regard, the Promoter, at its sole discretion, after due notice of 30 (thirty) days to the Allottee, shall have the right to cancel the allotment, and apply the amounts in the manner provided in Clause 14 hereinafter.

13. 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 Unit.
14. In the event of cancellation of allotment for the reasons provided in Clauses 12 and 13 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):
 - 14.1. *(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 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 cancellation.
 - 14.2. *(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, without any interest, the 50% of the balance amount paid, if any, within 45 days of such cancellation and the remaining 50% of the balance amount on re-allotment of the Unit or at the end of 2 (two) years from the date of cancellation, whichever is earlier, 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 cancellation / withdrawal.
15. 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.
16. The Promoter represents that there is an existing charge created over the Project with IndusInd Bank Ltd. for availing project finance. The Promoter or such financial

institution/bank, as the case may be, shall always have the first charge on the said Unit for all their dues and any other sums payable by the Applicant(s). However, the Promoter shall ensure that the Unit shall be free from all encumbrances at the time of execution of conveyance deed in favour of the Applicant(s).

17. 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.
18. 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 Unit 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 Unit from the date of levy thereof.
19. 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 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.
20. 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.
21. All payments by the Applicant(s) shall be made to the Promoter through Demand Drafts/Cheques / Online Payment drawn upon scheduled banks in favour of "BPTP 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/- 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 Unit to any other third party.
22. 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.

23. 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 Unit in favour of the Applicant(s). The Applicant(s) clearly understands that the ultimate conveyance of the Unit and handover of the possession of the Unit 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.
24. The Applicant(s) hereby undertakes to execute and deliver 2 (two) copies of the Agreement to the Promoter within thirty (30) days from the date of dispatch of the Agreement by the Promoter 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 30 (thirty) 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) without any interest or compensation whatsoever, wherein 50% of the amount paid, will be refunded within 45 days of such cancellation and the remaining 50% of the balance amount on re-allotment of the Unit or at the end of 2 (two) years from the date of cancellation, whichever is earlier. Upon such cancellation, the Applicant(s) shall be left with no right and/or interest whatsoever in the Unit applied for by the Applicant(s).
25. 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 appointed under RERA.