



Date: 27th Aug 2010

Customer Code:

To,

Subject: Execution of Addendum Agreement for filing of Deed of Declaration.

Dear Customer,

This is to inform you that the construction of **Park Elite Floors Project, Parklands, Faridabad** is at advanced stage and we will be in a position to handover possession within the stipulated time as per the agreement.

Further we wish to inform you that as per the Haryana Apartment Ownership Act the development of floors (Elite Floor Project) comes within the ambit of definition of an apartment and therefore there would be a statutory requirement of filing of Deed of Declaration before execution of Sale Deed which would be simultaneous to handing over of the possession. For the purposes of executing the Deed of Declaration the enclosed Addendum Agreement is essential.

In case you have not yet signed and submitted the Flat Buyers Agreement please do the same within 21 days from the date of this letter. Further you are requested to kindly execute the Addendum Agreement in duplicate and submit the same with us within a period of 21 days from the date of this letter so as to formalize the transaction.

Please note that you will be entitled to the timely payment discount for future installments to be called only if the duly signed Flat Buyers agreement / Addendum agreement and/or both are received by us within 21 days from the date of this letter.

This is in addition to the requirement of making payments of future installments within the prescribed time period mentioned in such demand/payment request letters.

Thanking you,

Yours faithfully,

For **BPTP Ltd.**


(Authorized Signatory)

Encl: As above.

Note: you need to sign on the places marked **(x)** on all pages.

BPTP LIMITED
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"PARK ELITE FLOORS"

ADDENDUM TO THE FLOOR BUYER'S AGREEMENT

THIS ADDENDUM TO THE FLOOR BUYER'S AGREEMENT dated _____ is made and executed on this the 27 th Day of August , 2010 at New Delhi.

AMONGST

M/s BPTP Ltd., a company incorporated under the Companies Act 1956, having its registered office at M-11, Middle Circle, Connaught Circus, New Delhi-110001, through its Authorized Signatory Sh. C. M. Sharma , S/o Sh. Dev Raj Sharma, (herein after referred to as the "Sëller" which expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors in the interest, administrators, executors, legal/authorized representatives and permitted assignees) of the **FIRST PART.**

AND



(hereinafter jointly or individually, as the case may be, referred to as the "Purchaser", which expression shall unless repugnant to the context thereof, be deemed to mean and include his/her/their/its successors, legal heirs, executors, administrators, legal representatives and permitted assigns) of the **SECOND PART.**

AND

M/s Countrywide Promoters Pvt. Ltd, a company incorporated under the Companies Act, 1956 having its registered office at M-11, Middle Circle, Connaught Place, New Delhi-110001 through its Authorized Signatory **Sh. C. M. Sharma , S/o Sh. Dev Raj Sharma**, (herein after referred to as the "**Confirming Party**" which expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors, representatives and assigns) of the **THIRD PARTY**

(The above-mentioned parties to this Agreement shall also be collectively referred to as the "**Parties**" and individually as a "**Party**").

WHEREAS M/s Countrywide Promoters Pvt. Ltd, and its various associate companies, namely M/s GAG Construction Pvt. Ltd., M/s Gateway Infraprojects Pvt. Ltd., M/s Glitz Builders & Promoters (P) Ltd., M/s Poonam Promoters & Developers (P) Ltd., M/s KA Promoters & Developers (P) Ltd., M/s Business Park Overseas (P) Ltd., M/s Shalimar Town Planners (P) Ltd., M/s Sunaina Towers (P) Ltd., M/s Business Park Promoters (P) Ltd., M/s Super Growth Constructions (P) Ltd. M/s Druzba Overseas (P) Ltd., M/s Super Belts Pvt. Ltd., M/s USG Build well (P) Ltd., M/s ASG Overseas (P) Ltd., M/s Fragrance Construction (P) Ltd., M/s Green Valley Housing and Land Development (P) Ltd., M/s Green Valley Tower (P) Ltd., M/s Gitanjali Promoters (P) Ltd., M/s IAG Promoters & Developers (P) Ltd., M/s Green Park Estates (P) Ltd., M/s Rainbow Promoters (P) Ltd., M/s Business Park Developers (P) Ltd., M/s Vasundra Promoters (P) Ltd., M/s Business Park Builders (P) Ltd., M/s Wellworth Developers (P) Ltd., M/s Anupam Tower (P) Ltd., M/s Sun Glow Overseas (P) Ltd., M/s Westland Developers (P) Ltd., acquires and purchases land situated in the revenue estate of villages Kher-Kalan and Kheri-Khurd Tehsil and District Faridabad, Haryana (hereinafter referred as the "**said Land**") with a view to set up and develop thereon a Residential Colony known as "**Parklands**" Faridabad and accordingly, they in collaboration with each other and obtained Licenses from Director Town & Country Planning, Haryana, Chandigarh, for said purpose under the Haryana Development

and Regulation of Urban Area Act, 1975.

WHEREAS the Seller has conceived and is in the process of developing a residential colony on the said Land, consisting of plots, group housing, villas, residential floors, local shopping centres, malls, multiplex, hospitals, schools, etc.

WHEREAS in the tentative layout plan of the said Colony the Seller/Confirming Party is proposing to develop/construct "**Park Elite Floors**" and it is permissible to construct Independent Residential Floors on the said Land. The Seller/Confirming Party is proposing to develop/construct one Independent Residential Unit on each Floor.

WHEREAS the Purchaser had agreed to buy the Independent Residential Floor no. [REDACTED] F, on First Floor of L Block proposed to be constructed in "**PARK ELITE FLOORS**", in Parklands, Faridabad, Haryana admeasuring tentative super built-up area of 1,203 sq. ft. (111.761 sq. mtrs.) approx., the areas are tentative and are subject to change till the grant of occupation Certificate by the Competent Authority, at a base price @ Rs. 1,859.52 /- per sq.ft (Rs. 20,015.87 /- per sq. mtrs) total of Rs. 2,237,003.00 /- (Twenty Two Lakh Thirty Seven Thousand Three Rupees only) hereinafter referred to as the "**Basic Sale Price**" and entered into the Floor Buyer's Agreement dated _____ with the Seller/Confirming Party.

AND WHEREAS to bring clarity to the Floor Buyer's Agreement, the parties to this Addendum have to agreed to insert and to incorporate the definition of Super built up area in the present Addendum.

AND WHEREAS it has been further agreed between the parties that Clause 4 & 5 of the Floor Buyer's Agreement being Possession Clauses shall be modified and amended to the effect that wherever the covenant written in the Floor Buyer's Agreement that "Seller/Confirming Party proposes to hand over the possession of the Floor to the Purchaser(s) within a period of 24 months from the date of sanction of the building plan" is amended and modified and henceforth the same shall be read and understood that "Seller/Confirming Party proposes to hand over the possession of the Floor to the Purchaser(s) within a period of 24 months from the date of execution of the Floor Buyer's Agreement OR on completion of payment of 35% of the Basic Sale Price alongwith 20% of EDC and IDC by the Purchaser(s), whichever is later."

AND WHEREAS the parties have mutually agreed by means of this present Addendum and the Purchaser(s) has given his unconditional consent and acceptance to amend /modify the said Floor Buyer's Agreement dated _____ on the terms and conditions contained herein under:-

NOW THIS ADDENDUM TO THE FLOOR BUYER'S AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the covenant super built up area written in the of Park Elite Floor Buyer's Agreement shall mean and construe and defined as under:

" The super built up area of the said Floor shall be the sum of the covered area of the said floor including non exclusive pro-rata share in the stair cases/common areas, balconies, verandahs on ground floor under balconies on first floor, munties, shafts, elevation features ,overhead water tanks, boundary wall, service area on the terrace, affluent treatment plant with respect to the Floors, all projections and under ground water tanks, structures for rainwater harvesting, if any, provided."

2. That the Purchaser(s) understands and agrees that Clause 4.1; 4.3 & 5.1 of the Floor Buyer's Agreement the covenant written that "Seller/Confirming Party proposes to hand over the possession of the Floor to the Purchaser(s) within a period of 24 months from the date of sanction of the building plan" is amended and modified and henceforth the same shall be read and understood that "Seller/Confirming Party proposes to hand over the possession of the Floor to the Purchaser(s) within a period of 24 months from the date of execution of the Floor Buyer's Agreement OR on

completion of payment of 35% of the Basic Sale Price along with 20% of EDC and IDC by the Purchaser(s), whichever is later ."

3. That the Parties to the Addendum shall be bound and abide by the terms and conditions contained herein in addition to the Floor Buyer's Agreement . The present Addendum shall be read as part and parcel and addition to the Floor Buyer's Agreement . All other terms and conditions of the Floor Buyer's Agreement not covered by the present Addendum shall remain the same and the parties shall be bound to abide by it.

4. That this Addendum has been signed in two copies and each Party will keep one copy of this Addendum which shall always be binding between the Parties.

IN WITNESS WHEREOF, the parties hereunto have on the day, month and year first above written, signed and executed this Addendum to the Floor Buyer's Agreement dated _____ at New Delhi.

FOR AND ON BEHALF OF
M/s BPTP Ltd.

(Authorized Signatory)
(SELLER)

(PURCHASER)

FOR AND ON BEHALF OF
M/s Countrywide Promoters Pvt. Ltd.

(Authorized Signatory)
(CONFIRMING PARTY)

WITNESSES:

1. Signature: _____

Name: _____

Address: _____

2. Signature: _____

Name: _____

Address: _____