

To
M/s Raheja Developers Limited
Saket
New Delhi 110017

Dear Sir/s,

I/We hereby request for provisional allotment of One (1) number unit/apartment in Residential Group Housing Project "Raheja's Atharva" situated in Sector-109 (hereinafter called the "Project"), Gurgaon, Haryana.

I/We remit herewith a sum of Rs. (Rupees.....) by Bank Draft/ Cheque no. dated drawn on bank (being 10% of Basic Sales Price ("BSP") and Rs..... (Rupees.....) by post dated Cheque No..... dated..... drawn on bank (15% of total Sales Consideration being as earnest money.

I/ We have thoroughly read and clearly understood that this application does not constitute an Agreement to Sell and I/We do not become entitled to the provisional and/or final allotment of Residential apartment notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the earnest money tendered with the application & encashed the same. It is only after I/We sign and execute the Agreement to Sell on the Company's standard format thereby agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Company. If, However, I/We withdraw or any cheque with this application remains unpaid or I/We fail to execute and return the Agreement to Sell within thirty (30) days from the date of its dispatch by the Company then the Company may at its sole discretion treat my/our application as cancelled and on such cancellation the earnest money paid shall stand forfeited. I/We are making this application with the full knowledge that the licence for the Project has already been issued and building plans sanctioned by DTCP, Haryana . I/We have instructed the Company that if for any reason including rejection of application by the screening committee, the Company is not in a position to finally allot a Residential apartment applied for within a period of one year from the date hereof. I/We would like to have refund of the amount deposited with simple interest at the rate of 9 % per annum calculated for the period for which such amounts have been lying with the Company (interest to be calculated after 3 months; it being a processing period for application) from the date of encashment of amount in company's bank account.

I/We hereby acknowledge that the Company has provided all the informations and clarifications as required by me/us and I/We am/are fully satisfied with the same and I/We have relied on my/our own judgement and investigation with respect to location, designs, specification, price, infrastructure, Government regulations, availability of finance and interest rates, market conditions, my/our ability to make timely payments etc. in deciding to apply for purchase of the said Apartment. No representations or statements shall be considered to be part of this Application unless signed by me/us and the Company as additional terms and conditions/ supplementary agreement and this Application is self contained and complete in itself in all respects .

I/We have clearly understood and agree that this application form will be processed by the Company only after encashment of both the cheques submitted by me/ us together with application form complete in all respects otherwise application shall be liable for rejection and amount(s) paid by me/us upto the extent of earnest money shall be forfeited .

In the event M/s Raheja Developers Ltd (hereinafter referred to as "The Company") agreeing to provisionally allot Residential apartment, I/we agree to execute agreement to sell on company's standard format within stipulated period and to pay further Installments of sale price and all other dues as stipulated in this application and the Agreement to Sell and payment plan as explained to me/us by the Company's Sales Organizer/ executive and understood by me/us.

My/ Our particulars as mentioned below may be recorded for reference and communications:

1. Applicant (Sole/ First) Mr./Mrs./Ms/M/s

first name

middle name

last name

Son/ Wife /Daughter of Mr./Mrs.

first name

middle name

last name

Please affix
your self attested
photograph
here

Profession

Designation

Nationality

Company Name/ Firm Name

Residential Status: Resident Indian

Non - Resident Indian

Foreign National of Indian Origin

Residential Address

Pin Code

Office Address

Pin Code

Address for Communication Residential/ Office/ Others, Please Specify

Telephone No. Res

Off

Mobile

Fax

Date of Birth

Marital Status :

Single

Married

Email: (Mandatory)

@

No. of Children

PAN No

Passport No

(Attach Form 60 or 61, as the case may be if PAN is not available)

2. Applicant (Second) Mr./Mrs./Ms/M/s

first name

middle name

last name

Son/ Wife /Daughter of Mr./Mrs.

first name

middle name

last name

Please affix
your self attested
photograph
here

Profession

Designation

Nationality

Company Name/ Firm Name

Residential Status: Resident Indian

Non - Resident Indian

Foreign National of Indian Origin

Residential Address

Pin Code

Office Address

Pin Code

Address for Communication Residential/ Office/ Others, Please Specify

Telephone No. Res

Off

Mobile

Fax

Date of Birth

Marital Status:

Single

Married

Email: (Mandatory)

@

No. of Children

PAN No

Passport No

(Attach Form 60 or 61, as the case may be if PAN is not available)

3. Payment Plan: Down Payment Installments

4. Preference of Flat to be purchased:

a) Type of Unit

Type of Flat	Tentative Super Area (Approx. sq. ft.)*	Tick One
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

b) Block/Tower Name c) Floor d) Flat No.

5. Car Parking preferences _____

6. Basic Sale Price(BSP): @ Rs. per sq. ft. Total Rs.

Preferred Location Charges (PLC)(if any): @ Rs. per sq. ft. Total Rs.

Car Parking Charges: @ Rs. Total No Total Rs.

Terrace/ Court Charges(if any): @ Rs. per sq. ft. Total Rs.

External Development Charges (EDC) and Infrastructural Development charges (IDC) @ Rs. per sq. ft. Total Rs.

Interest Bearing Maintenance Security (IBMS): @ Rs. per sq. ft. Total Rs.

Club Membership fees @ Rs. Total Rs.

Other Charges* (if any): @ Rs. per sq. ft. Total Rs.

Total cost of the apartment Rs.

- This application form comprises of 20 pages all of which should be understood and duly signed thereafter.

7. Environment Commitment

I / We the undersigned applicant (s) do hereby undertake that I / we shall always maintain the ecological harmony *interalia* common area solar lighting, water recycling, waste segregation, CFL lighting, double glazing, solar water heating, harvesting and recharge and to maintain flora & fauna, extensive plantation and aqua life and have fully understood and have willingly committed to share the extra obligations for environment conservation within the complex and shall always co-operate and vote for any or all decisions, which will be requested by the developer for long term maintenance of extra establishment for this cause.

8. Declaration:

I/ We the undersigned applicant (Sole/ First and Second Applicant), do hereby declare that the above-mentioned particulars/ information given by me/ us are irrevocable and true and correct to my/ our knowledge and no material fact has been concealed there from. I/ We have gone through the terms & conditions written at the back side of this form and payment plan attached with this application form and

TERMS AND CONDITIONS FOR REGISTRATION AND ALLOTMENT OF APARTMENT AT RAHEJA'S ATHARVA, GURGAON, HARYANA

1. The Applicant(s)/ intending allottee(s) has requested and applied for the registration and allotment of an apartment at project 'Raheja's Atharva, being developed in Sector- 109, Gurgaon, Haryana with full knowledge and subject to all laws, notifications and rules applicable to the area, which have been explained by the Company and understood by him/her. The Licence for this group-housing scheme has already been issued and building plans sanctioned by DTCP Haryana. This application is a mere request by the Applicant(s)/ intending allottee(s) for the allotment of apartment in the Project and the Company reserves the right to accept or refuse the allotment of apartment with whatever reasons and criteria. That the Company has laid down criteria and eligibility norms for allotment of apartments and the application will be screened by the screening committee appointed for this purpose with a view to benefit the actual end users and that the decision of the screening committee towards acceptance/ rejections of the application and allocation of apartment number will be final and the Applicant(s) /Intending Allottee (s) shall have no objection to the allotment procedure and norms fixed up by the screening committee and shall not raise any objection in case his application is not considered for allotment of apartment due to any reason whatsoever notwithstanding the fact that Applicant(s)/Intending Allottee(s) might have tendered earnest money in full or in part which has been encashed by the Company. However, the application will be taken up by the screening committee only if it is complete in all respects and subject to the tendering up and encashment of applicable payment of earnest money / installments in full together with requisite supporting documents such as Income Proof, PAN no, e-mail ID, Photo Identity, Address proof and photograph of applicant etc and other relevant documents desired by the Company & acceptance & signing of this Application Form as per terms and conditions and payment plan annexed to this application form. The allotment of apartment number will be sole discretion of the company. In case, the Company is unable to accept/consider the application then the refund by the Company of the Earnest Money by Account Payee Cheque through Speed Post/Courier or by a signed receipt shall be the complete discharge on the part of the Company. The Applicant(s)/Intending allottee(s) shall have no right, claim or interest of whatsoever nature or kind in the apartment/ project thereafter. If this application of the Applicant(s)/Intending allottee(s) is accepted, the intimation of the Allotment shall be issued subject to acceptance of the Terms & Conditions. That the Applicant(s)/Intending allottee(s) shall comply with all the legal requirements as required for the purchase of immovable property, as and when applicable. The Applicant(s)/Intending allottee(s) has specifically agreed with the Company that the allotment of the apartment shall be subject to strict compliance of Code of Conduct and House Rules that may be determined by the Company for occupation and use of the apartment and such other conditions as per the applicable laws in India.
2. That the Applicant(s)/Intending allottee(s), if resident outside India or having (Non Indian) NRI status, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) ACT and Rules/ Guidelines made/issued there-under and all other applicable laws including that of remittance of payments, acquisition/ sale, transfer of immovable properties in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/the Company, the amount paid towards booking and further consideration will be returned by the Company as per rules without interest and the allotment cancelled forthwith and the Company will not be liable in any manner on such account.
3. The Applicant(s)/Intending allottee(s) has fully satisfied himself/herself about the right, location, title and interest of the Company in the land on which the said apartments are to be constructed and understands all limitations and obligations in respect of it and there will be no further investigation or objection by the Applicant(s)/Intending allottee(s) in this regard from the Company. The said project falls within the new Master Plan of Gurgaon and the site of the project may not have the infrastructure in place as on the date of booking or at handing over of possession as the same is to be provided by the Government /nominated government agency. Since this is beyond the control of company, therefore, the Intending allottee(s) shall not claim any compensation for delay/ non-provision of infrastructure facilities and /or consequent delay in handing over the possession of the applied apartment(s) in the project.
4. The Applicant(s)/Intending allottee(s) has examined and accepted the plans, designs, specifications of the apartment which are tentative and the Company shall have the right to effect suitable and necessary alterations in the layout plan and/ or specifications, as and when required due to sanction/revision of building plans, technical reasons, site conditions, architectural or statutory requirements or any other reasons, which may involve all or any of the changes, such as, change in the location/position of the apartment, increase/decrease in size, change in floor-plan, layout, change in its number etc. If there is any increase/decrease in the areas, the revised price will be applicable at the original rate at which the apartment was booked by the Applicant(s)/Intending allottee(s) herein. As technology is evolving very fast, in pursuit for excellence & in tune with the global trends and/ or environmental requirements, and/ or new scientific discovery and induction and/ or for the benefit of larger interest of applicant(s)/Intending allottee(s), company may decide to improve upon the specification(s) communicated at the time of booking(s) and in that event, the applicant(s)/Intending allottee(s) shall pay the additional charges for improving upon any or all specifications such as piped gas charges, solar water heating, double Glazed windows for heat and sound proofing, converged E-building solutions, wi-fi or WAN networking or satellite based communications etc. etc. The company shall not require individual consent or clearances for such improvement and the applicant(s)/Intending allottee(s) shall have no objection and shall accept the improvements done by the company for betterment of apartments and shall willingly pay for the additional facility, specification or improvement provided that improvement cost is less than 5% of total cost of apartment. These facilities are retained and owned by the Company and maintenance charges will be payable for the same, if maintained as common

facility. Such cost shall be billed at the stage of finalization of order for such additional facilities. However, in case of any major alteration(s)/modification(s) resulting in more than +/-10% change in the super area or material change in the specifications of the Building/apartment any time prior to and upon the grant of occupation certificate, the Company shall intimate to the Applicant(s)/Intending allottee(s) in writing the changes thereof and the resultant changes, if any, in the price of the apartment to be paid by him/her and the Applicant(s)/Intending allottee(s) agrees to inform the Company in writing his/her consent or objections to the changes within thirty (30) days from the date of such notice, failing which the Applicant(s)/Intending allottee(s) shall be deemed to have given his full consent to all the alterations/modifications. If the Applicant(s)/Intending allottee(s) writes to the Company within thirty (30) days of intimation by the Company indicating his/her non-consent/ objections to such alterations/modifications, then the allotment shall be deemed to be cancelled and the Company shall refund the entire money received from the Applicant(s)/Intending allottee(s) with interest @ 9% per annum. The Applicant(s)/Intending allottee(s) agrees that any increase or reduction in the super area of the apartment shall be payable or refundable (without any interest) at the rate per sq. ft. as mentioned in this application. In case, any change in plans, specifications or location due to change of plans, permission, consent etc given by statutory authorities, the same shall be fully binding on the applicant/ intending allottee. If for any reason(s), the Company is not in a position to allot the apartment applied for, the Company may consider for an alternate property and in case of failure to do so, refund the amount deposited with simple interest @9% per annum, interest to be calculated after 3 months, it being a processing period of application, from the date of encashment of amount in Company's bank account. However, the Company shall not be liable for payment of any compensation on this account whatsoever.

The Applicant(s)/Intending Allottee(s) further agrees and understands that in case the Company is able to get additional FAR, density any time in future, the Company shall have the sole right to utilize the additional FAR in the manner it may deem fit including but not limited to by making addition, alteration to the said Building or making additional buildings in and around the land of the said Complex and the Company shall be entitled to get electric, water, sanitary and drainage systems in the said complex making use of the installed facilities or by Augmenting the same as per technical requirements at the sole discretion of the Company. The Applicant(s)/Intending Allottee(s) has been clarified and has understood and acknowledges that the Applicant(s)/Intending Allottee(s) has not made any payment towards the additional FAR and shall have no right to object or to claim for any such construction activities to be carried on the said Building/Said Complex.

5. Many of the facilities being developed for Raheja's Atharva such as roads, pathways, club, swimming pool(s), spa, sport facilities, power backup, whether promised now or installed/upgraded in future, may be shared by the allottee(s) of Raheja Shilas. The Applicant(s) /Intending allottee(s) has been explained and has understood this and has fully accorded his consent for the same. These facilities are retained and owned by the Company. Maintenance charges will be taken for the same and these facilities shall be maintained by the society. These facilities are only for usage against payment of charges as decided by the Company from time to time.
6. There will be Preferential Location Charges (PLC) in case any better location is allotted by the Company or preferred by the Applicant(s)/Intending allottee(s) for the apartment in the said Project and the same shall be payable by the Applicant(s)/ Intending allottee(s), as per the demand of the Company in a manner and within the time as stated in the payment plan. However, the Applicant(s)/Intending allottee(s) has specifically agreed that if due to any change in the layout/ building plan or non- availability due to any reason, the said apartment ceases to be preferentially located, the Company shall be liable to refund only the amount of PLC paid by the Applicant(s)/Intending allottee(s) and such refund shall be adjusted in the last installment as stated in the payment plan. On the other hand, if his/her apartment in the Project becomes preferentially located due to the aforesaid changes in the layout/ building plan, then the Applicant(s)/Intending allottee(s) shall be liable and agrees to pay as demanded by the Company additional PLC as stated in the payment plan.
7. The External Development Charges ("EDC") and Infrastructural Development Charges ("IDC") for the external and Infrastructural services respectively to be provided by the Haryana Government/ HUDA has been charged on pro rata basis from all the Applicant(s)/Intending allottee(s) and is calculated on the basis of present rate fixed by the Haryana Government and in case of any increase in these charges in future due to any reason, the same shall be paid by the Applicant (s)/Intending allottee(s), as and when demanded by the Developer. The pro-rata demand made by the Company with regard to EDC and IDC shall be final and binding on the Applicant (s)/Intending allottee(s). If for any reason interest is charged due to retrospective levies or due to delay in depositing, the same shall become payable without any objection. If the EDC and IDC is not paid, then same shall be treated as non-payment of charges as per the Application/Flat Buyer Agreement and the Company shall be entitled to cancel the booking and forfeit the Earnest Money along with interest on delayed payments and brokerage paid, if any. If the EDC and IDC is levied(including with retrospective effect) after the conveyance deed has been executed then the same shall be treated as unpaid sale price of the said Apartment and Company shall have first charge and lien over the said Apartment till such unpaid charges are paid by the Applicant (s)/Intending allottee(s) including interest.
8. The Applicant (s)/ Intending allottee(s) understands that in addition to total price, the Applicant(s)/Intending allottee(s) shall be liable to pay Service Tax as provided in the payment plan as per the rates applicable and revised from time to time. However, the Company shall not be liable to refund the service tax already deposited to the government, if at any stage government revokes/ withdraws the Service tax till the time the same is actually received back in the account of the Company.
9. All Drafts/Cheques (except for EDC/IDC amount) are to be made in favour of "RAHEJA DEVELOPERS LIMITED", payable at Delhi/ New Delhi. All Drafts/ Cheques for EDC and IDC amount are to be made in favour of "RAHEJA DEVELOPERS LIMITED A/c EDC", payable at Delhi/New Delhi. In case the Applicant(s)/Intending allottee(s) makes the payment by an outstation cheque, then his/ her payment would be deemed to have been received on the date the cheque will get credited into the bank account of the Company by the Bank and the Bank Charges for the outstation clearing will be charged from the

Applicant(s)/ Intending allottee(s).

10. If any of the cheque(s) submitted by the Applicant(s)/ Intending allottee(s) along with this Application form is dishonoured then the Allotment would be deemed cancelled and the Company will not be under any obligation to inform the Applicant(s)/Intending allottee(s) about the dishonour of the cheque or cancellation of the booking. The Applicant(s)/Intending allottee(s) will not be entitled to tender a new cheque in place of dishonored cheque. It is further agreed that this application form shall be proceeded only after cheques tendered by the applicant along-with this application form are fully encashed.
11. The Applicant(s)/Intending allottee(s) has been explained and has understood that all the payments are to be made by crossed cheque/demand drafts only. However, in any case the Applicant(s)/Intending allottee(s) is adamant to make any cash payment, the payment will be received only at Corporate Office of the Company presently situated at Saket, New Delhi subject to fulfillment of statutory requirements & will not be paid to any other person/site or representative/manager/brokers/employee. However, this payment will be acknowledged only if a valid & authorized receipt has been issued by authorised representative at Corporate Office only.
12. Loans from financial institutions to finance the said apartment may be availed by the Applicant(s)/Intending allottee(s). However, the Company shall not be responsible in any manner if a particular Institution/Bank refuses to finance the allotted apartment on any ground. The Applicant(s)/Intending allottee(s) will remain bound to pay installments of sale price and all other dues as stipulated in this application and the Agreement to Sell and the payment plan as explained to the Applicant(s)/intending allottee(s). Further, if any bank / financial institution refuses/ delays in granting financial assistance and/or disbursement of loan on any ground(s), then Applicant(s)/intending allottee(s) shall not make such refusal/ delay an excuse for non-payment of any installments / dues to the Company within stipulated time as per the payment plan. Interest as mentioned in the terms & conditions of the payment plan shall remain payable irrespective of delay in bank loan disbursement due to any reason whatsoever including any other requirement of the bank from allottee(s) or company.
13. The Company may at its sole discretion give special incentive (rebate) to the Applicant(s)/Intending allottee(s) on the Basic Sale Price applicable at the time of booking subject to the condition that the Applicant(s)/Intending allottee(s) have paid the installments on time as and when demanded by the Company. The said incentive (rebate) shall be adjusted proportionately at the time of payment of installment due. However, unless specifically exempted by the Company in writing in case Applicant(s)/Intending allottee(s) defaults/delays in payment of installment as and when demanded by the Company for any reason whatsoever, including late disbursement of bank installments the claim and right to the said incentive (rebate) shall demise automatically and no representation will be entertained in this connection thereafter.
14. The Applicant(s)/Intending allottee(s) agrees that out of the amount(s) paid/payable by him/her towards the sale price, the 15% of the total sales consideration shall form as Earnest Money to ensure fulfillment by the Applicant of the terms and conditions, as contained herein and in the Flat Buyer Agreement. Timely payments is the essence of these terms and conditions & Flat Buyer agreement and with respect to the Applicant's obligations to pay the Sale Price as provided in the payment plan along with other payments such as, applicable stamp duty, registration fee and other charges on or before the due date or as and when demanded by the Company, as the case may be and also to perform or observe all the other obligations of the Applicant under the Flat Buyer Agreement. It is clearly agreed and understood by the Applicant/Intending allottee(s) that it shall not be obligatory on the part of the Company to send demand notices/reminders regarding the payments to be made by the Applicant/Intending allottee(s) as per the Payment Plan or obligations to be performed by the Applicant/Intending allottee(s) under these terms and conditions or Flat Buyer Agreement or any further document signed by the Applicant(s)/Intending allottee(s) with the Company. The Applicant(s)/Intending allottee(s) hereby also covenants to observe and perform all the terms and conditions of booking, Flat Buyer Agreement and Conveyance Deed, to keep the Company and its agents and representatives, estates and effects indemnified and harmless against the said payments and observance and performance of the said terms and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance, or non-performance of the said terms and conditions by the Applicant(s)/Intending allottee(s).

If there is delay or default in making payment of the installments by the Applicant(s)/Intending allottee(s), then the Applicant(s)/ Intending allottee(s) shall pay to the Company interest which shall be charged @ 18% per annum from the due date of payment of installment on monthly compounded basis.

However, if the payment is not received within 90 days from the due date or in the event of non fulfillment/breach of any of the terms and conditions of this allotment, Flat Buyer Agreement or Conveyance Deed by the Applicant(s)/Intending allottee(s) including withdrawal of the application and also in the event of failure by the Applicant(s)/Intending allottee(s) to sign and return to the Company Flat Buyer Agreement on Company's standard format within thirty(30) days from the date of its dispatch by the Company, the booking will be cancelled at the discretion of the Company and earnest money paid to the Company by the Applicant(s)/Intending allottee(s) alongwith interest on delayed payments and brokerage paid, if any shall stand forfeited and the intending Allottee(s) shall be left with no right, title, interest, lien or claim of whatsoever nature on the said apartment. The balance amount after above deductions shall be refundable to the Applicant(s)/Intending allottee(s) without any interest, after the said apartment is allotted to some other Intending allottee(s). The dispatch of said cheque by registered post/speed-post to the last available address with the company as filled up in the application form (as applicable) shall be full and final discharge of all the obligation on the part of the company or its employees and the Applicant (s)/Intending allottee (s) will not raise any objection or claim on the company after this. The Company may at its sole discretion condone the breach by the Applicant(s)/intending allottee(s) and may revoke cancellation of the allotment provided the apartment has not been re-allotted to some other person and the Applicant (s)/ Intending Allottee(s) agrees to pay the upto-date interest and the unearned profits (difference between the booking price and prevailing sales price) in proportion to total amount outstanding on the date of

restoration and subject to such additional conditions/undertaking as may be decided by the company. Further if any Applicant(s)/ Intending allottee(s) at any stage wants to withdraw his application for booking for any reason whatsoever, it shall be deemed as cancellation by the Applicant(s)/Intending allottee(s) and in that eventuality company shall be entitled to forfeit earnest money paid by the Applicant(s)/ Intending allottee(s). The balance amount (after deducting the outstanding interest for delayed payments, brokerage/ commissions etc. if any) shall be refundable to the Applicant(s)/ Intending allottee(s) without any interest, after the said apartment is allotted to some other intending allottee(s).

However, it is agreed between the parties that the developer shall adjust the amount due from the purchaser first towards the interest due, if any, and then towards the consideration.

15. The Prices of apartment(s) are free of escalation to the extent of increase in prices of inputs by 10% and the same would be absorbed by the company but in case the prices of input increases higher than 10%, the same shall be added to the cost of the apartment(s) as per the input price index of steel, cement and labour which shall be implied to and all construction materials on pro rata basis. Similarly if prices of input fall by over 10%, the corresponding saving will be passed on to the customer. The decision of the company in this behalf shall be final, conclusive and binding on the applicant(s)/Intending allottee(s). The prices of inputs shall be taken from the date of booking.
16. The Intending allottee(s)/applicant(s) has been explained and understood that depending upon the occupancy and in pursuit for excellence & in tune with the global trends at any time in future before or after handing over the possession of the apartment(s) to the allottee, the company shall have sole discretion to convert non centrally air-conditioned buildings in the project to Centrally air conditioned building(s) provided over 50% of the allottees have confirmed their willingness for the same. The Intending allottee/applicant agrees to share the proportionate expenses/ cost for converting building(s) into central air conditioned building in proportion to total area being air-conditioned and area occupied by him/her and shall have no objection in this regard.
17. The Applicant(s)/Intending allottee(s) shall before taking possession of the apartment, positively clear all the dues towards the apartment and have the Conveyance Deed for the said apartment executed in his favour after paying Registration fee/ charges, stamp duty and other charges/expenses. The Applicant(s)/Intending allottee(s) shall pay, as and when demanded by the Company, the Stamp duty, Registration charges and all other incidental and legal expenses for execution and registration of Conveyance Deed of the apartment in favour of the Applicant(s)/Intending allottee(s) which shall be executed and got registered after receipt of the full sale price, other dues viz all the statutory charges, taxes including service tax, if any etc., including payment of IBMS payable to the Company or the Maintenance Agency, as the case may be and the said charges and expenses as may be payable or demanded from the Applicant(s)/Intending allottee(s) in respect of the apartment and Parking space(s) allotted to him/her. In case the Applicant(s)/Intending allottee(s) fails to deposit the Stamp duty, Registration charges and all other statutory, incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Company shall be free to appropriate the part of sale price paid by the Applicant(s)/Intending allottee(s) towards the said charges and expenses and the Applicant(s)/Intending allottee(s) shall forthwith deposit the shortfall in the sale price so caused together with interest for period of delay in depositing the sale price so appropriated according to payment plan at the rate and in the manner mentioned in clause 14 thereof. The Applicant(s)/Intending allottee(s) undertakes to execute the Conveyance Deed within sixty (60) days from the date of Company intimating in writing the receipt of the certificate for use and occupation of the said building from the competent authority failing which the Applicant(s)/Intending allottee(s) authorizes the Company to cancel the allotment and forfeit the earnest money, interest on delayed payment etc. and refund the balance price paid by the allottee without any interest upon realization of money from resale/ allotment to any other party.
18. That the Company has made it specifically clear to the Applicant(s)/Intending allottee(s) and after having satisfied himself/herself, the Applicant(s) /Intending allottee(s) has understood that company will be doing construction in phases and the computation of the price of the said apartment does not include any element of recovery or payment towards land, construction, including land outside the footprint of his constructed area on pro-rata of no. of storeys of building, unallotted parking spaces whether covered or open, running and operation of the common amenities and facilities like convenience store, club or any other conveniences as well as recovery of payments towards maintenance charges of any kind by the Company from the Applicant(s)/Intending allottee(s) in any manner. As regards payment of maintenance charges, the applicant shall enter into a separate agreement. The Company has made clear to the Applicant(s)/Intending allottee(s) that it may be carrying out extensive developmental/ construction activities for many decades in future in the entire area falling outside the land beneath footprint of the said Building, in which his/her apartment is located and that the Applicant(s)/Intending allottee(s) has confirmed that he/ she shall not raise any objections or make any claims or default in any payments including but not limited to maintenance charges etc. as demanded by the Company on account of inconvenience, if any which may be suffered by him/ her due to such developmental/ construction activities or incidental/ related activities. It is made clear by the Company and agreed by the Applicant(s)/Intending allottee(s) that all the rights including the ownership thereof of land(s), commercial, school, club house, other facilities and amenities, areas under stilts & roof top (other than those calculated towards computation of super area of apartment, within the said Building and the land beneath the said building only), shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such land(s), commercial, school, club house, other facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi government, any other authority, body, any person, institution, trust and/ or any local body(ies) which the Company may deem fit in its sole discretion and presently, apart from the land under footprint of apartment being allotted to the applicant, company is also constructing numbers of independent villas and passing on exclusive land rights to the allottee(s) of villas and the applicant(s)/Intending allottee(s) has no objection to the same either now or in future. After the possession has

been handed over to the Applicant(s)/Intending allottee(s), the developer shall have all the rights on the lawns, swimming pool and its sides and all other open areas which may be utilized by the developer for permitting parties, get-togethers, business meets etc. for which the developer will be entitled to collect Property Usage Charges. The same facility may be made available to occupants subject to availability and on payment of charges as applicable from time to time. However, developer shall compensate the maintenance agency towards metered consumption of water, electricity etc. and if maintained by society, actual charges on maintenance and upkeep of these areas and the Applicant(s)/Intending allottee(s) will have no objection to the same now or in future and relying upon this assurance of the Applicant(s)/Intending allottee(s), the company may consider his/her/its booking for this project.

The Company has not calculated and structured the cost of land and other facilities created by it outside the footprint of the building and the common area calculated towards computation of super area, while calculating the price of the apartments. The Company has retained these areas for its own ownership and commercial benefits and future exploitations. If Applicant(s)/Intending Allottee(s)/Association of owners demands or government at any stage directs the company to pass on the land or areas beyond the footprint of the building on which the apartments area situated/built due to any reason whatsoever including directive of the Government or due to any decree or judgments, the land or any facilities are to be passed on to the Association of buyer(s)/owner(s), then the Company shall be entitled for receiving/recovering the then prevailing market price for the balance land, buildings and facilities on pro rata valuation as per his proportional super area outside the footprint of the building and facilities and amenities calculated towards computation of super area of his apartment notwithstanding availment of FAR, density or any other availments on the said land under current applicable Act, Rule, Laws or terms & conditions of licence or zoning clearances etc. thereon from the Applicant(s)/Intending Allottee(s)/Association of Owners on prorata basis.

The Company relying on this specific undertaking of the Applicant(s)/Intending allottee(s) in the application may agree to allot the apartment and this undertaking shall survive throughout the occupancy of the apartment by the Applicant(s)/Intending allottee(s) or his/ her legal representatives, successors, administrators, executors, assigns etc.

19. The Applicant(s)/Intending allottee(s) agree(s) that he/she shall pay the price of the apartment and other charges calculated on the basis of super area, which is understood to include pro-rata share of the common areas in the Project and other common facilities calculated towards computation of super area and as filled in the deed of declaration under Govt. Act if any, which may be located any where in the said Project at the sole discretion of the Company. It is further understood by the Applicant(s)/Intending allottee(s) that the calculation of super area of the apartment can be referred in the Flat Buyer Agreement and upon execution of the said Flat Buyer Agreement, the method of definition of super area stated therein shall become binding on both the parties and shall be filed in declaration deed under Hayrana Apartment Ownership Act 1983. The commercial and institutional space(s) within the complex are not part of the super area and are retained by the Company.

The Applicant/Intending Allottee(s) agrees and understands that in addition to total price, the Applicant(s)/Intending shall be liable to pay all Taxes, which may be charged and shall be paid as follows:

a) A sum equivalent to the proportionate share of Taxes shall be paid by the Applicant(s)/Intending Allottee(s) to the Company. The proportionate share shall be the ratio of the super area of the said Apartment to the total super area of all the apartments, other buildings, shops, clubs, school etc. in the said Complex.

b) The Company shall intimate to the Applicant(s)/Intending Allottee(s) herein, the amount payable as stated above which shall be final and binding on th Applicant(s)/Intending Allottee(s) and he shall be bound to make such payment of such amount within 30(thirty) days of such intimation.

20. The rate mentioned in this application is inclusive of the cost of providing electric wiring in each apartment and fire fighting equipment in the common areas as prescribed in the existing fire fighting code/regulations but does not include the cost of electric fittings, fixtures, geysers, electric and water meter etc. or any other electrical equipments installed in the complex which shall be payable extra by the Applicant(s)/Intending allottee(s) at his/ her own cost. Cost of equipments and extra fire fighting equipments and their installation charges and additional electrical establishment charges demanded by electricity department/authority/installation agency towards H.T. lines, Transformers, external development charges as electrification shall be payable extra on pro-rata basis. If, however, due to any subsequent legislation/Government order/directives or guidelines or if deemed necessary by the Company or any of its nominees, additional electric establishment/fire safety measures are undertaken in future, then the Applicant(s)/Intending allottee(s) agrees to pay the additional expenditure incurred thereon on a pro rata basis along-with other Applicant(s)/Intending allottee(s), as determined by the Company in its absolute discretion. The said amount shall be payable as and when demanded by the Company.

It is clearly explained by the Company and understood by the Applicant(s)/intending allottee(s) that all the equipments and machineries, including transformers, H.T. lines, club facilities, Power backup generators, lifts pumps etc. etc. shall remain under the ownership of the Company and Applicant(s)/intending allottee(s) shall be entitled for availing facilities against payment of usage charge only, which will be decided by the Company from time to time and the same will be paid/reimbursed by the maintenance agency/ Association of Owners/ Occupants as recurring charges, depreciation, insurance, consumables, supervision salaries etc. etc. even if the same gets handed over to the maintenance agency/Association of Owners for day to day running.

The Applicant(s)/ Intending allottee(s) agrees that the Company or its subsidiaries/affiliates may at their sole discretion and subject to such Government approvals as may be necessary, enter into arrangement of generating and/or supplying power to the various projects within or outside the said Complex in which the said Apartment is located including generating but not limited to power through generators, turbines, solar, wind or any other future technology by using the surface area or roof tops of the buildings. In such an eventuality the Applicant(s)/Intending allottee(s) fully concurs and confirms that the

Applicant(s)/Intending allottee(s) shall have no objection to such arrangement for generating and/or supply of power but also gives complete consent to such arrangement including it having an exclusive source of power supply from DHBVN/State Electricity Boards(SEBs)/any other source. The Applicant(s)/Intending allottee(s) further agrees that this arrangement could be provided by the Company or its agents directly or through the respective association of apartment owners. It is further agreed by the Applicant(s)/Intending allottee(s) that the Company or its subsidiaries/affiliates shall have sole right to select the site, capacity and type of power generating and supply equipment/ plant as may be considered necessary by the Company or its subsidiaries/affiliates in their sole discretion from time to time. It is also understood that the said equipment/plant may be located anywhere in or around within or nearby the said Complex.

It is further agreed and confirmed by the Applicant(s)/Intending allottee(s) that the Company or its subsidiaries/affiliates shall have right to charge tariff for providing/supplying the power at the rate as may be fixed from time to time by the Company which may or may not be limited to the rate then charged by the DHBVN/SEBs. The Applicant agrees and confirms that he shall pay the amount based on the tariff to the Company or its subsidiaries/affiliates directly or through the association of owners respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment or facility so installed by the company or its subsidiaries/affiliates. The Applicant(s)/Intending Allottee(s) confirms and understands that such power generating and/or supplying equipment may during its operation cause inconvenience to the Applicant(s)/Intending allottee(s) and the Applicant(s)/Intending allottee(s) shall have no objection to the same. The Applicant(s)/Intending Intending allottee(s) shall be liable to pay consumption charges. The Applicant(s)/Intending allottee(s) shall not have a right to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of Tariff at any time whatsoever during the period of Applicant(s)/Intending allottee(s) ownership of the said Apartment. This clause shall survive the conveyance of the Apartment or any subsequent sale/resale or conveyancing thereof.

21. The Applicant(s)/Intending allottee(s) agrees to pay additional sum for Car Parking space lease premium for exclusive use in the said complex, but it shall not be construed as sale and he/she shall not have any ownership rights over the parking space allotted to him or any part of the basement. The Car Parking space whether covered or open would be used exclusively for parking of light motorized vehicles and would not be used as storage or put to any other use under any circumstances, inclusive of housing pets, cattle, animals etc. The Car Parking right is integral part of the apartment and neither can be alienated, sublet in whole or in part nor can be detached from the apartment and shall stand automatically transferred alongwith the transfer of the apartment. Parking areas have not been charged in the computation of the super area of the apartment. The car/motorcycle/cycle parking usage right is payable as lease premium irrespective of the fact whether the same is included or not included in the super area.
22. All statutory charges, Govt. rates, tax on land, municipal taxes, property taxes, service tax, VAT and other levies by whatever name called, demanded or imposed by the authorities on the said Complex/said building/said Apartment or land appurtenant thereto as the case may be shall be payable proportionately by the Applicant(s)/Intending allottee(s) from the date of booking as per demand raised by the Company. If such charges are increased (including with retrospective effect) after the Conveyance Deed has been executed, then these charges shall be treated as unpaid sale price of the apartment and the Company shall have lien on the apartment of the Applicant(s)/Intending allottee(s) for the recovery of such charges. The determination of the share and demand shall be final and binding on the Applicant till the said Apartment is assessed separately.
23. It is agreed by and between the parties that a Real Estate Regulation (Control) Bill is likely to be tabled in the Parliament of India for passing of the same as an Act. If due to that act there is any change in the structure of this agreement in terms including but not restricted to amendments to super area, carpet area, built up area etc., all the recommendations which need to be incorporated shall be so incorporated in this agreement/or a revised agreement and the Intending allottee shall have no objection to the same as long as the transaction to the apartment applied for and other terms and conditions remain the same. It may involve restructuring/ or rewriting of the agreement with the proportionally increased price on carpet area basis or built up area basis or revision of method, terms or price payable on any other basis for compliance of the terms, act, bylaws of the said act but the total price payable for this apartment and other terms and conditions contains herein shall remain unchanged.
24. That the Company proposes to develop a Company owned and retained recreational club with a pool, gym and health club in the Complex as or may develop also a Multi-purpose Hall/Business Center in the Complex for the purpose of social activities subject to payment of appropriate usage charges as fixed by Company/Maintenance Agency at its sole discretion, subject to the permission/sanctions from the statutory bodies and the Applicant(s)/Intending allottee(s) has agreed to avail membership of this club. This facility in whole or in parts may be developed simultaneous to or after development of the said apartment and for the membership of the Club/Business centre the Applicant(s)/Intending allottee(s) agrees to pay the Club/Business centre Membership Registration Charges and shall pay all such other charges as may be stipulated by the company from time to time. It is also clarified that the membership to the Club/Business centre will be available to the Applicant(s)/Intending allottee(s) and his dependents and outsiders will be allowed entry to the Club/Business centre with prior permission of the company/maintenance agency and the facilities will be used on terms and conditions as may be stipulated by the Company/Maintenance Agency from time to time. Company shall have the discretion to grant membership to other than residents for club or such facilities and collect the charges as it may decide from time to time.
25. The Club and Multi-purpose Hall, lawns, pool, play courts shall be managed by the Company or its nominee(s). The Applicant(s) or association of owners/occupiers shall not interfere in the same. In all eventualities the ownership of the Club and Multi-purpose Hall, lawns & courts its equipments, building, furniture etc and rights in the land underneath shall continue to vest in the Company irrespective of the fact that its management is with the Company and/or nominee(s) or co-operative society or welfare organization of owners or a third party appointed for the purpose. The Applicant(s) shall be entitled to avail of the

facilities/services provided by the Club and Multi-purpose Hall/Business Center, lawns, pool & courts etc as per the Company rules and regulations and on payment of such charges as may be fixed by the Company from time to time.

26. It is made clear by the Company and specifically understood by the Applicant(s)/Intending allottee(s) that the Company may in its sole discretion and for the purpose of complying with the provisions of Haryana Apartment Ownership Act, 1983 or any other applicable laws substitute the method of calculating the proportionate share in the ownership of the land beneath the footprint of the said building and/or common areas and facilities as may be described by the Company in its sole discretion in any declaration, and the Applicant(s)/Intending allottee(s) agrees not to raise any objections in this regard.
27. The Applicant(s)/Intending allottee(s) of the apartment shall pay, as and when demanded, the maintenance including security deposit for providing, maintaining and up-keeping the said Project and the various services therein, as may be determined by the Company or the Maintenance Agency appointed for this purpose, as the case may be. It is further agreed by the applicant(s)/Intending allottee(s) that the developer shall not be liable to maintenance and other charges including IBMS for unsold apartments in the complex till the time apartments are sold or leased or occupied and maintenance and other charges shall be payable only by the purchaser/lessee/ occupant of the apartments in the project.

The Applicant(s)/Intending allottee(s) undertakes to join any society/association of the apartment owners and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose. The Applicant(s)/ intending allottee(s) upon completion of the said Building agrees to enter into a Maintenance Agreement with the Company or any association/ body/ condominium of apartment owners or any other nominee/ agency/ association (s) or other body (hereinafter referred to as 'the Maintenance Agency') as may be appointed/ nominated by the Company from time to time for the maintenance and upkeep of the said plot/building and the Applicant(s)/ intending allottee(s) undertakes to pay the maintenance bills as raised by the Maintenance Agency from the date of the certificate for occupation and use granted by the competent authority on pro-rata basis irrespective of whether the Applicant(s)/ intending allottee(s) is in occupation of the apartment or not and work is still going on in adjacent tower/ buildings & infrastructure facilities including club etc are not fully completed. In order to secure due performance by the Applicant(s)/ intending allottee(s) in prompt payment of the maintenance bills and other charges raised by the Maintenance Agency, the Applicant(s)/ intending allottee(s) agrees to deposit, as per the schedule of payment and to always keep deposited with the Company or the Maintenance Agency, nominated by the Company, an Interest Bearing Maintenance Security (IBMS) at the rate of Rs. 100/- per sq. ft. of the super area of the apartment . Carrying a simple interest as for the applicable rates on fixed deposits accepted by the State Bank of India at the close of each financial year ending on 31st March. In case of failure of the Applicant(s)/ intending allottee(s) to pay the maintenance bill or other charges on or before the due date, the Applicant(s)/ intending allottee(s) in addition to permitting the Company/ Maintenance Agency to deny him/ her the maintenance services, also authorizes the Company/ Maintenance Agency to adjust in the first instance, the interest accrued on the IBMS against such defaults in the payment of maintenance bills and in case such accrued interest falls short of the amount of the default, Applicant(s)/ intending allottee(s) further authorises the company/maintenance agency to adjust the principal amount of IBMS against such defaults. If due to such adjustments in the principal amount, the IBMS falls below the agreed sum of Rs. 100/- per sq. ft. of the super area of the said apartment, then the Applicant(s)/ intending allottee(s) hereby undertakes to make good the resultant shortfall within fifteen (15) days of demand by the Company/ Maintenance Agency. Further, the Company reserves the right to increase IBMS from time to time in keeping with the increase in the cost of maintenance services and the Applicant(s)/ intending allottee(s) agrees to pay such increases within fifteen (15) days of demand by the Company. If the Applicant(s)/ intending allottee(s) fails to pay such increases in the IBMS or to make good the shortfall as aforesaid on or before its due date, then the Applicant(s)/ intending allottee(s) authorizes the Company to recover the amount with an interest @ 24% p.a. or at its sole discretion to treat the allotment as cancelled without any notice to the Applicant(s)/ intending allottee(s) and sell the apartment to recover the shortfall from the sale proceeds of the said apartment and to refund to the Applicant(s)/ intending allottee(s) only the balance of the money realized from such sale after deducting there-from the entire earnest money, interest on delayed payments, any interest paid, due or payable and all other dues as set out in the payment plan. It is made specifically clear and it is so agreed by and between the parties hereto that this condition relating to IBMS as stipulated in this clause shall survive irrespective of the conveyance of title in favour of the Applicant(s)/ intending allottee(s) and the Company shall have first charge/ lien on the said apartment in respect of any such non payment of shortfall/ increase, as the case may be.

The Company shall, if already paid by the Applicant(s)/ intending allottee(s) to the Company may, at its sole discretion, refund to the Applicant(s)/ intending allottee(s) the amount collected in full and final settlement of IBMS or as an alternative, the Applicant(s)/ intending allottee(s) hereby authorizes the Company to transfer to the Maintenance Agency the IBMS of this Application, after adjusting there-from any outstanding maintenance bills and/ or other outgoings of the Applicant(s)/ intending allottee(s) at any time including upon execution of the Conveyance Deed and thereupon the Company shall stand completely absolved/discharged and all clauses dealing/concerning the IBMS of this Application, Flat Buyer Agreement and the Conveyance Deed, as far as, they are applicable to the Company shall cease to be valid and effective. It is hereby specifically agreed by the Applicant(s)/ intending allottee(s) that such transfer of IBMS shall not be linked in any manner whatsoever to the implementation of the Haryana Apartment Ownership Act, 1983 by the Company for the said Complex. Further the Applicant(s)/ intending allottee(s) agrees that the Maintenance Agency, upon transfer of the IBMS or in case of fresh IBMS is sought from the Applicant(s)/ intending allottee(s) as stipulated hereinabove, shall have the sole right to modify/ revise all or any of the terms of the IBMS , Tripartite Maintenance Agreement, including but not limited to the amount/ rate of IBMS, etc. In addition, Sinking

Fund will be created and will be paid extra by the Applicant(s)/ Intending Allottee(s) for replacement, refurbishing, major repairs of the plants and equipment etc., installed in the said Complex or towards any unforeseen contingency in future. The Applicant(s)/ Intending Allottee(s) hereby undertakes to comply with all the terms and conditions stipulated in the Maintenance Agreement.

28. The maintenance and other charges will be paid for each calendar month of the year in advance before the 5th of each quarter month. Payment will be made to the Company/Maintenance Agency and in case of failure to make payment before the 7th of each quarter to which they relate, the Applicant(s)/Intending Allottee(s) or any one claiming under him shall cease to have the right of any passage to the apartment and enjoyment of common facilities.
29. The Applicant(s)/Intending Allottee(s) agrees and understands that the right of entrance to the apartment shall be subject to the payment of the maintenance charges and performance of all the covenants of these presents or as may be imposed by the Company or the Maintenance Agency appointed by the Company from time to time and the company on its sole discretion can disconnect any or all the services & connections if maintenance and / or consumption / usage charges are not forthcoming.
30. The scavenging of the common areas will be carried out by the Maintenance Agency but those inside the apartment will be carried out by the Applicant(s)/Intending allottee(s) only, who will ensure that all dirt, refuse and waste is properly transported out in covered cans/ bags as biodegradable & non biodegradable waste.
31. It is made clear that the Applicant(s)/Intending allottee(s) shall have no right to claim partition of the said land and/ or common areas/ facilities, even the apartment is not partitionable. The possession of the common areas will always remain with the company or the maintenance agency appointed by the Company and is not intended to be given to the Applicant(s)/Intending allottee(s) except a limited right to user subject to payment of all such charges.
32. The apartment applied for along with the building in which the apartment has been applied for shall be subject to the provisions of Haryana apartment Ownership Act, 1983 or any statutory enactment or modifications thereof. The common areas and facilities and the undivided interest of each apartment owner in the common areas and facilities as specified by the Company in the declaration, which may be filed by the Company in compliance of Haryana apartment Ownership Act, 1983 shall be conclusive and binding upon the apartment owners and the Applicant(s)/Intending allottee(s) agrees and confirms that his/her right, title, interest in the said apartment/Building shall be limited to and governed by what is specified by the Company in the said declaration. In this regard, it is made clear by the Company and fully understood by the Applicant(s)/ Intending allottee(s) that the declaration to be filed in compliance of Haryana Apartment Ownership Act, 1983 in strict consonance with clause 16 above in no manner shall confer any right, title or interest in any lands, facilities, amenities and buildings outside the land beneath the footprint of the said Building in which the said apartment is located.
33. The Company shall endeavor to give possession of the apartment to the Applicant(s)/Intending allottee(s) within twenty four (24) months from the date of the execution of Flat Buyer Agreement and after providing necessary infrastructure in the sector by the government but subject to force majeure, circumstances and reasons beyond the control of the Company. However, the Company shall be entitled for a grace period of six (6) months, in case the construction is not completed within the time frame mentioned above. The Company on obtaining certificate for occupation and use by the Competent Authorities shall hand over the apartment to the Applicant(s)/Intending allottee(s) for his/her occupation and use and subject to the Applicant(s)/Intending allottee(s) having complied with all the terms and conditions of the Flat Buyer Agreement. In the event of his/her failure to take over and/ or occupy and use the apartment provisionally and/or finally allotted within thirty (30) days from the date of intimation in writing by the Company, then the same shall lie at his/ her risk and cost and the Applicant(s)/Intending allottee(s) shall be liable to pay compensation @ Rs. 5/- sq. ft. of the super area per month as holding charges for the entire period of such delay. If the Company fails to complete the construction of the said building/ apartment within twenty four (24) months plus grace period of six (6) months from the date of execution of Flat Buyer Agreement and after providing necessary infrastructure in the sector by the government as aforesaid, then the Company shall pay to the Applicant(s)/Intending allottee(s) compensation @ Rs. 7/- sq. ft. of the super area per month for the entire period of such delay. The adjustment of compensation shall be done at the time of conveying the apartment and not earlier. The said compensation shall be a distinct charge in addition to maintenance charges and not related to any other charges as provided in this application and Flat Buyer Agreement. If there is any delay in payments/remittances by the Applicant(s)/ Intending allottee(s) or in order to comply with any specific request of the Applicant(s)/Intending allottee(s) such as providing additional fitments in his/her apartment, then the above-said period of twenty four (24) months plus grace period of six (6) months will automatically and correspondingly get extended by the period of such delay. Date of application to Government for grant of Occupancy Certificate will be reckoned as completion of construction.
34. That the Applicant(s)/Intending allottee(s) may get the name of his/her nominee substituted in his/her place, with prior approval of the Company, provided the Intending allottee has paid at least 30% of the total consideration and cleared all dues till that date and on such conditions/guidelines/charges as applicable from time to time. The Applicant(s)/Intending allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment, deletion and/or substitution.
35. The Applicant(s)/Intending allottee(s), cannot transfer the registration, booking or allotment in favour of his/her nominees or add/amend/delete the name of the co-applicant, unless approved by the Company, who may at its sole discretion permit the same on such terms & conditions as it may deem fit and on the payment of such administrative charges as may be fixed by the Company from time to time. The Applicant(s)/Intending allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the Applicant(s)/Intending allottee(s) that as understood by the Company at present there are no executive instructions of the competent authority to restrict any nomination/transfer/assignment of the allotted apartment. However, in the event of any imposition of such executive instructions at any time after the date of this application to restrict nomination/transfer/assignment of the allotted apartment by

any authority or payment of the stamp duty or any other charges through executive order, the Company will have to comply with the same and the Applicant(s)/Intending allottee(s) has specifically noted this.

36. The Applicant(s)/Intending allottee(s) shall use/cause to be used the Said apartment for residential purpose only and not for any other purpose.
37. The Applicant(s)/Intending allottee(s) hereby covenants with the Company to pay from time to time and at all times, the amounts which the applicant/Intending allottee(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performances of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non payment, non observance or non performances of the said covenants and conditions by the Applicant(s)/Intending allottee(s).
38. That the Applicant(s)/Intending allottee(s) undertakes that he/she will not demolish/destroy or cause to demolish/destroy any structure of the Said apartment or any addition(s) or alteration(s) of any nature in the same or in any part thereof. That the Applicant(s)/Intending allottee(s) shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the Said apartment in any form. The Applicant(s)/Intending allottee(s) shall also not change the colour scheme of the outer walls and painting of exterior side of the door and windows and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing/hedging/grills without the prior permission of the Company. That the Applicant(s)/Intending allottee(s) shall not remove any walls of the Said apartment including load bearing walls/ structure of the same, shall remain common between the Applicant(s)/Intending allottee(s) and owners of the adjacent apartments.
39. That the Applicant(s)/Intending allottee(s) undertakes that he/she shall not put up any name or sign board, neon-light, publicity or advertisement material, hang clothes etc. at the external facade of the building or any where on the exterior on common areas and shall be entitled to display his name plate only at the proper place, provided for the Said apartment and in the manner approved by the Company. That it is understood by the Applicant(s)/Intending allottee(s) that the internal maintenance of the apartment shall always remain the responsibility of the Applicant(s)/Intending allottee(s). That the Applicant(s)/Intending allottee(s) may get insurance of the contents lying in its apartments at his own cost and expense . The Applicant(s)/Intending allottee(s) shall not keep any hazardous, explosive, inflammable chemicals/ material etc., which may cause damage to the Building. The Applicant(s)/Intending allottee(s) shall always keep the Company harmless and indemnified for any loss and damages in respect thereof.
40. In case any Applicant(s)/Intending allottee(s) books/buys more than one unit/property in any of the project(s) of M/s Raheja Developers Limited (or any of its associates/subsidiaries/sister concern/close relatives) and commits default in payment schedule of such booking/payment, in that event, the Company would be entitled to adjust/appropriate the amount paid towards booking/sale consideration of property covered under this agreement towards the amount already outstanding, due and payable in respect of any other property including outstanding interest and in such event the developer shall be entitled to cancel the booking made by the purchaser under this agreement after appropriating the entire amount outstanding against such booking(s) . It is understood by the applicant that he does not have right to book/apply for any new booking in any property being developed by the Company or any of its associates/subsidiaries/sister concern/close relative(s) unless he is making regular and up to date payment(s) in the booking(s) already made by him with the Company or any of its associates/subsidiaries/sister concern(s).
41. That the Applicant(s)/Intending allottee(s) shall not use the Said apartment in the manner, so as to cause blockade or hindrance to common passages, veranda or terraces. No common parts of the Building will be used by the Applicant(s)/ Intending allottee(s) for keeping/ Chaining Pets/ Animals, Dogs, Birds or no storage of cycles, motorcycles, waste/ refuse, nor the common passages shall be blocked in any manner.
42. The Applicant(s)/Intending allottee(s) shall not be allowed to do any activity, which may be objected to by the other residents, such as playing of high volume music, loudspeaker or any activity which spoils the decorum or decency or beauty of the Complex including defacing of common walls, lifts or throwing or dumping of refuse/ garbage, which could be subject to fine or penalties as per the latest Supreme Court directives and the laws of the land, as applicable from time to time.
43. That the Company will communicate with the Applicant(s)/Intending allottee(s) mainly through emails unless statutory requirement of postal letter(s)/notice(s) is obligatory. That all Notices/Letter of communication to be served on the Applicant(s)/Intending allottee(s) as contemplated by this application shall be deemed to have been duly served, if sent to the Sole Applicant(s)/Intending allottee(s) or to the first applicant in case of more than one applicant(s), at the email-id/ address given by the Applicant (s)/Intending allottee(s) and shall be the responsibility of the Applicant(s) /Intending allottee(s) to inform the Company by e-mail/registered letter and also obtain a formal specific receipt about all subsequent changes, if any, in his e-mail id/Postal Address, failing which all communications and letters posted at the first registered e-mail id/postal address will be deemed to have been received by the Applicant(s)/Intending allottee(s) at the time when those should normally reach at the e-mail id/addresses and the Applicant(s)/Intending allottee(s) shall be responsible for any default for any payment and other consequences that might accrue there-from. However, any change in the address of the Applicant(s)/ Intending allottee(s) shall be communicated to the company through e-mail/registered post within 7 (Seven) days of such change. In all communications, the reference of the provisionally allotted apartment must be mentioned clearly. In case there are joint Applicant(s) all communication shall be sent by the Company to the Applicant whose name appears first, at the e-mail/address given by him for mailing and which shall for all purpose be considered as served to all the Applicant(s)/Intending allottee(s) and no separate communication shall be necessary to the other named applicant/s.
44. The Applicant(s)/Intending allottee(s) hereby authorizes and permits the Company to raise finance/loan from any Financial Institution/Bank by way of mortgage/charge/securitization of receivables of his/her apartment subject to the apartment being free of any encumbrance at the time of execution of Conveyance Deed. The Company/ Financial Institution/Bank shall always

- have the first lien/charge on the said apartment for all dues and other sums payable by the Applicant(s)/Intending allottee(s) or in respect of the loan granted for the purpose of the construction of the said apartment/ Building/ Complex. In case of the Applicant(s)/Intending allottee(s) who have opted for long term payment plan arrangement with any Financial Institutions/ Banks, the conveyance of the apartment in favour of the Applicant(s)/Intending allottee(s) shall be executed only upon the Company receiving No Objection Certificate from such Financial Institutions/Banks.
45. The Applicant(s)/Intending allottee(s) hereby agrees to comply with all the laws of the land at all times, as may be applicable to the said apartment including but not limited to the provisions of Environment (Protection) Act, 1986, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and their rules, Notifications etc. in respect of his said apartment and the Applicant(s)/Intending allottee(s) shall always remain solely responsible for the consequences of non-compliance of the aforesaid Acts/rules and laws of the Land.
 46. The Company reserves the right to transfer ownership of the said Project in whole or in parts to any other entity, such as FDI, P.E, Partnership Firm, Body Corporate(s) whether incorporated or not, Association or Agency etc. by way of sale/disposal or any other arrangement, as may be decided by the Company in its sole discretion without any intimation, written or otherwise to the Applicant(s)/Intending allottee(s) and the Applicant(s)/Intending allottee(s) agrees that he/ she shall not raise any objection in this regard.
 47. The Applicant(s)/Intending allottee(s) agrees that the sale of the premises is subjected to force majeure which inter-alia include delay on account of non availability of steel and/or cement or other building materials or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, non-availability of necessary infrastructure facilities by the government for carrying development activity, pollution clearance from the Board, Government Authorities, court injunction, civil commotion or by reason of war or enemy action or terrorist action or earthquake or any Act of God and if non delivery is beyond the control of the Company and in any of the aforesaid events, the Company shall be entitled to a reasonable extension of time for delivery of possession of the said premises, depending upon the then contingency/prevaling circumstances. The Company as a result of such a contingency arising thereto reserves, the right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of the Company so warrant the Company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the Applicant(s)/Intending allottee(s) for the period of suspension of scheme.
 48. In case the Company is forced to abandon the said Project for any reason, the Company shall be liable to refund the amount paid by the Applicant(s)/Intending allottee(s) without any interest or compensation within six months from the happening of such eventuality. In consequences of the Company abandoning the scheme, the Company's liability shall be limited to the refund of the amount paid by the Applicant without any interest or compensation, whatsoever.
 49. The provisional and/or final allotment of the apartment is entirely at the sole discretion of the Company and the Company has a right to reject any application, provisional or final allotment without assigning reasons thereof.
 50. The Company shall have the first lien and charge on the Said apartment for all its dues and other sums payable by the Applicant(s)/Intending allottee(s) to the Company.
 51. The Applicant(s)/Intending allottee(s) agrees not to fix or install air conditioners or heaters in the said apartment, save and except at the places which have been specified in the said apartment for the installation nor in any way disturb the external colour scheme or façade of the apartment. The curtains used on to glass area shall have white lining outside.
 52. The Applicant(s)/Intending allottee(s) agrees not to fix or install any window antenna/or on the roof or terrace of the Tower/building except by the prior written sanction of the developer.
 53. The Applicant(s)/Intending allottee(s) agrees not to park their car on the pathway or open spaces of the Tower/Building/Complex or at any other place except the space allotted, if any, and shall use the pathway as would be decided by the Company.
 54. It is clearly understood and so agreed by and between the parties that all the provisions contained herein and the obligation arising hereunder in respect of said project shall equally be applicable to and the enforceable against any and all occupiers, tenants, licence and/or subsequent purchasers/assignees/nominees of the said apartment as the said obligation go along with the said project for all intents and purposes.
 55. Singular shall mean and include plural and masculine gender shall mean and include female gender wherever applicable.
 56. The Applicant(s)/Intending allottee shall not create any mischief and shall not do any act or omission as could disturb the peace, serenity, tranquility of his/her apartment or of the region/project.
 57. The applicant(s)/Intending allottee(s) shall not cause to do any act which may invalidate the insurance of his/her apartment or of the region/project.
 58. That for any dissatisfaction or any issues related to payments, project or its progress, specifications, areas, construction, possession, quality, occupation or maintenance or any other grievances, the applicant(s)/Intending allottee(s) shall first approach the customer care department of the company and shall maintain decorum and confidentiality till his representation is resolved for which a reasonable time will be given to the Company to address the issues and shall also abstain from mudslinging and defamation. In the event customer care department fails to resolve the matter within a reasonable time, the representation shall be made to Head - marketing failing which the Company Secretary who is committed to address your representations within terms, conditions, acts and rules and terms of this agreement and Govt. regulations and within human limitations and principals in the larger interest of the project, its financial and other customers. The applicant(s) /Intending allottee(s) shall not approach any forum, persons, institutions, authorities, media or court and without taking first recourse to

arbitration without following the above process which Company shall try to sincerely address during such time and till then Applicant(s)/Intending allottee(s) undertakes not to form e-groups or websites or posting/publishing on other existing websites along with other applicant(s)/Intending allottee(s) of the same project or other project(s) of the Company any defamatory comments otherwise his booking is liable to be cancelled as disciplinary action towards breach of terms of agreement.

59. All or any disputes arising out or touching upon or in relation to the terms of this application, Flat Buyer Agreement and/or Conveyance Deed including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at the Office of the Company in New Delhi or Gurgaon by a sole arbitrator who shall be appointed by the Managing Director of the Company. In case of any proceedings, references etc touching upon the arbitration subject including any award, the territorial jurisdiction of the courts shall be Gurgaon as well as of Punjab & Haryana High Court at Chandigarh.

Declaration

I/We have fully read and understood the above mentioned terms and conditions, payment plan, specifications and facilities and have carefully examined layout plan, respective rights and obligations with developer with respect to the entire complex as licenced by DTCP and am fully satisfied with the same and agree to abide by the same. The act of tendering this application form alongwith earnest money shall be deemed as my/our unconditional acceptance of terms & conditions and payment plan, respective rights & obligations attached with this application form. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in Flat Buyer Agreement, which shall be in addition to the terms and conditions set out in this application. I/We are fully conscious that it is not incumbent on the part of the Company to send us reminders/ notices in respect of our obligations as set out in this application and/ or Flat Buyer Agreement and I/We shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and conditions contained in this application and/or Flat Buyer Agreement. I/We have sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations and clarifications and after giving careful consideration to all facts and relying on my/our own judgments and investigations with respect to location, title, designs, specifications, price, infrastructure, government regulations, availability of finance and interest rates, market conditions, my/our ability to make timely payments etc. , I have now signed this Application Form and paid the monies thereof fully conscious of my liabilities and obligations including interest & penalties on late payments and defaults & even leading to forfeiture of earnest money as may be imposed upon me. I/We further undertake and assure the Company that in the event of cancellation of my/our allotment either by way of forfeiture or refund of my/our monies or in any manner, whatsoever including but not limited to as set out in the terms and conditions provided in this application, I/We shall be left with no right, title, interest or lien on the apartment applied for and provisionally and/ or finally allotted to me/us in any manner whatsoever.

Date

Place

For Raheja Developers Ltd

Applicant(s)/ Intending allottee (s)

Authorised Signatory

Signature

UNDERTAKING

Dated _____

To

M/S RAHEJA DEVELOPERS LTD.
215-216, Rectangle- 1,
D-4, Saket District Centre,
Saket, New Delhi 110017

Subject: Provisional Allotment of Residential apartment in project
“ RAHEJA'S ATHARVA, Sector-109.

Dear Sir/Madam,

I/We thank you for receiving my application for provisionally registering my request for allotment of an apartment admeasuring _____ Sq. Ft. (Approx) on _____ floor in “RAHEJA'S ATHARVA.” I/ we understand that this allotment is tentative and subject to the following: -

I/ we have tendered my/our payment vide Cheque No. _____ dated _____ on _____ Bank for Rs. _____ and a post dated cheque-bearing no. _____ dated _____ on _____ bank for Rs. _____. This application for allotment will be processed only after the realization of both the cheques and subject to the terms and conditions of the application form and clearance by the screening committee. In case cheque tendered by me/us gets bounced or doesn't get realized due to any reason whatsoever, my application will not be considered and the Company will have the right to allot the apartment to anybody without any claims from my/our side.

AND/OR

In case, I decide to avail a loan from the bank, I understand that it is my/our personal responsibility to ensure that the loan is processed and payment released to the company within stipulated period of P.D.C./time, failing which my application will automatically be deemed cancelled and the company will have the right to allot the flat to anybody without any claim or hindrance from my/our side.

Thanking You,

NAME:

(SIGNATURE)

ADDRESS:

PAYMENT PLAN

Name of the 1st Applicant	(2 nd Applicant)
Project Applied for	Apartment Applied for:
Basic Sale Price (BSP)	Rs.
Preferential Location Charges (PLC)	Rs.
Cost of Optional Features (if any)	Rs.
External & Infrastructural Development Charges (EDC&IDC)	Rs.
Charges for covered /open Car Parking (per bay)	Rs.
Total Sale Consideration	Rs.
Interest Bearing Maintenance Security (IBMS)	Rs.
Club Membership Charges	Rs.

INSTALLMENT PAYMENT PLAN

Months	Installments to be Paid*
At the time of Booking	10 % of BSP
Within 60 Days of Booking	15% of BSP
On date of offer of allotment for apartment no.(deemed allotment)	5% of BSP+50% of EDC and IDC+ 50% of PLC+100% cost of optional features (if any)
Within 2 months of deemed allotment	10% of BSP + 50% of EDC and IDC+50% of PLC
Within 4 months ,, ,, ,,	10% of BSP + 50% of Parking
Within 6 months ,, ,, ,,	10% of BSP + 50% of Parking
Within 8 months ,, ,, ,,	10% of BSP + 50% of Club Membership
Within 10 months ,, ,, ,,	5% of BSP + 50% of Club Membership
Within 12 months ,, ,, ,,	5% of BSP
Within 14 months ,, ,, ,,	5% of BSP
Within 16 months ,, ,, ,,	5% of BSP
Within 18 months ,, ,, ,,	5% of BSP
Within 24 months ,, ,, ,,	5% of BSP+ IBMS + Registration Charges & Stamp duty
On offer of possession	

* Service Tax payable extra as per the prevailing rates

Note:

1. In case the purchaser makes any prepayment for any of the installment as stated above, the Developer has a right to retain/refund the excess money received from the purchaser. If the Developer decides to keep such amount, an interest of 9% p.a. calculated on monthly basis for the period of prepayment of installments will be paid to the Purchaser by the Developer on the amount of prepayment, provided such amounts have been lying with the company for more than one year.
2. The purchaser is entitled to get timely payment incentive @3% of BSP as per clause 13 of the application form.
3. If a purchaser books an apartment in between after the 1st launch date, the entire outstanding amount of the installments valid till that date shall have to be paid within 60 days of the booking.

PAYMENT PLAN

Name of the 1st Applicant	<input type="text"/>	(2 nd Applicant)	<input type="text"/>
Project Applied for	<input type="text"/>	Apartment Applied for:	<input type="text"/>
Basic Sale Price (BSP)		Rs.	<input type="text"/>
Preferential Location Charges (PLC)		Rs.	<input type="text"/>
Cost of Optional Features (if any)		Rs.	<input type="text"/>
External & Infrastructural Development Charges (EDC&IDC)		Rs.	<input type="text"/>
Charges for covered/open Car Parking (per bay)		Rs.	<input type="text"/>
Total Sale Consideration		Rs.	<input type="text"/>
Interest Free Maintenance Security (IFMS)		Rs.	<input type="text"/>
Club Membership Charges		Rs.	<input type="text"/>

DOWN PAYMENT PLAN

Months	Stages	Payment*
0	At the time of booking	10% of BSP
2	Within 60 days of booking	85% of BSP less DP Discount+100% of PLC + 100% cost of optional features (if any) + 100% of parking + 100% of EDC & IDC + club Membership
	On offer of possession	5% of BSP + IBMS+ Registration Charges & Stamp Duty

* Service Tax payable extra as per the prevailing rates

ATHARVA REGAL SPECIFICATIONS

Location	Floors	External fenestrations	Fittings and Fixtures	Walls	Internal fenestrations	Ceiling
Living Room	Italian stone finish tiles with appropriate border	Floor to ceiling powder coated aluminium framing with glass	Designer lights and Modular Switches	Appropriate Surface Treatment with Plastic emulsion paint of pleasing shades	Moulded Indian/Imported frames with coloured glass	White Plastic emulsion paint with appropriate cornices & moulding design
Dining Room	Italian stone finish tiles with appropriate border	Floor to ceiling powder coated aluminium framing with glass	Designer lights and Modular Switches	Appropriate Surface Treatment with Plastic emulsion paint of pleasing shades	Moulded Indian/Imported frames with coloured/ tinted/clear glass	White Plastic emulsion paint with appropriate cornices & moulding design
Bed Rooms	Laminated/wooden flooring with appropriate border	Floor to ceiling powder coated aluminium framing with glass	Designer lights and Modular Switches	Appropriate Surface Treatment with Plastic emulsion paint of pleasing shades	Moulded Indian/Imported frames with coloured/ tinted/clear glass	White Plastic emulsion paint with appropriate cornices & moulding design
Toilet	Granite/Marble/ Designer tiles	Powder coated Aluminium framing with clear glass	Master toilet, single lever CP fittings, Shower Panel in toilet, appropriate sanitary fixtures, granite counter with concealed hot water supply.	Appropriate Ceramic/Granite/ Stone tiles upto the ceiling level	Moulded Indian/Imported frames with coloured/ tinted/clear glass	White Plastic emulsion paint with appropriate cornices & moulding design
Modular Kitchen	Granite/Marble/ Appropriate tiles	Powder coated Aluminium framing with clear glass	Granite counter, stainless steel sink and drain board, flexible stainless steel fittings with concealed hot water supply	Appropriate Ceramic tiles upto 2' above the counter	Moulded Indian/Imported frames with coloured/ tinted/clear glass	White Plastic emulsion paint with appropriate cornices & moulding design
Dressing rooms/ Private sitting	Laminated/wooden flooring with appropriate border	Floor to ceiling powder coated aluminium framing with glass	Designer lights and Modular Switches	Smooth surface treatment with Plastic emulsion paint	Moulded Indian/Imported frames with coloured/ tinted/clear glass	White Plastic emulsion paint with appropriate cornices & moulding design
Servant Room	Ceramic tiles/ Marble	Powder coated aluminium framing with clear glass	Tube light with Anchor equivalent switches	Plastic emulsion	Moulded Indian/Imported frames with coloured/ tinted/clear glass	Plastic Emulsion Paint
Balconies	Anti Skid Granite/ Marble finished tiles		Selected Steel finish railing	Weathercoat emulsion	Steel and/or Glass	White Plastic emulsion paint with appropriate cornices & moulding design
Lift Lobbies/ Corridors	Granite/ Imported Marble tiles		Airconditioned Reception on Ground Floor, Planters, Sensor operated lighting in lobbies, cameras & appropriate Interior Decorations	Appropriate Surface treatment with Plastic emulsion / Textured paint	Moulded Indian/Imported frames clear glass	White Plastic emulsion paint with appropriate cornices & moulding design
Entrance Foyer	Imported Marble Floor with other appropriate stone finishes for design		Planters & appropriate Interior Decorations	Granite/Marble finished tile cladding upto 2100 mm and textured paint above	Moulded Indian/Imported frames with coloured/ tinted/clear glass	POP False ceiling with Plastic emulsion paint
Structure	Earth-quake resistant (with latest seismic code), RCC framed structure with external brick/block walls and internal plaster board paneling, central music, internet with brick filler walls					
Electrical	Copper Electrical wiring throughout in concealed conduit with provision for light points, power points, TV and telephone sockets with protective MCB's					
External finish	All weather textured paint with stone/aluminium composite cladding and grit work at selected areas					
Club Facility	Swimming pool with change rooms, multipurpose room, multi gym, Outdoor sports facilities like tennis courts					
Amenities	24 hrs. power back-up, Primary School, Shopping Complex, Modular Kitchen, Air-conditioned split unit in each Bedroom and Drawing/Dining except servant room					

Note :

1. Fenestrations opening on to a balcony shall be considered as internal fenestrations.
2. In the quest for excellence some of the specifications may have to be revised.

APARTMENT NO:

Specifications are subject to change in keeping with high quality standards as decided by competent authority/Company.

**Specifications as on 4th December' 2007.*



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