

# APPLICATION FORM





To  
M/s Raheja Developers Limited  
Saket  
New Delhi 110017

Dear Sir/s,

I/We hereby apply for provisional allotment of One (1) number unit in Towers/ Independent Floors in Residential Group Housing Project in "Raheja's Revanta" situated in Sector-78, Gurgaon, Haryana (hereinafter called the "Project").

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 (being 15% of Basic Sales Price "BSP").

The earnest money for the purpose of this Application and the Agreement to Sell shall be calculated at 10% of the total sales consideration of the said unit.

I/ We have read and clearly understood that till this Application is accepted for allotment by the company, I/We do not become entitled to the provisional and/or final allotment of Residential unit notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the earnest money tendered with this application & encashed the same. It is only after I/We sign and execute the Agreement to Sell on the mutually agreed format thereby agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon both me and the company. The terms and conditions of this Application Form are broadly the same as I/we will be required to sign in the Agreement to Sell. If I/We seek any amendment or correction in the same it can be incorporated at this stage only. It is agreed and understood by me/us that no request for the change in the terms and conditions of the Agreement to Sell shall be subsequently entertained on any ground whatsoever. If, However, I/We withdraw/cancel this application 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 be me/us shall stand forfeited. I/We are making this application with the full knowledge that the licence for the Project has already been issued by DGTCP, Haryana. The building plans even though sanctioned may require alteration due to any architectural grounds, or market conditions / execution needs subsequently, therefore areas offered under this application are tentative. It is understood that the allotment is by invitation only and if due to rejection of application by the screening committee or if the Company is not in a position to finally allot a Residential unit applied for within a period of one year from the date of this Application, the Company shall refund the amount deposited by me/us with simple interest at the rate of 10 % 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 the processing period for the application) in complete discharge of its obligation.

I/We hereby acknowledge that I have understood and satisfied myself in all respects about the right, title, interest, location, designs, specification, price, infrastructure, status, local conditions and environment, 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 Unit and have not relied upon and am/are not influenced by any written or verbal representation and assurances, warranties, statements or estimates of any nature whatsoever made by selling agents/brokers or otherwise including but not limited to any representations relating to the description, location or physical condition of the Said Complex/Said Building/Said Unit. I/We am/are also aware of the risk perceptions and price fluctuations which are related to real estate sector and Indian economy in general and this area in particular.

I/We have clearly understood and agreed that this Application Form will be processed by the Company only after encashment of both the cheques submitted by me/ us together with the Application Form complete in all respects otherwise the application shall be liable for rejection and amount(s) paid by me/us up to the extent of earnest money shall be forfeited. The Company will be corresponding with me only on the E-mail Id furnished by me.

Further, in the event of M/s Raheja Developers Ltd (hereinafter referred to as "The Company") agreeing to provisionally allot a Residential unit, I/we agree to execute agreement to sell on the mutually agreed format within stipulated period and to pay further instalments of total sales consideration 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 fully understood & accepted by me.

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.)*	Preference Order
<input type="text"/>	<input type="text"/>	1st <input type="text"/>
<input type="text"/>	<input type="text"/>	2nd <input type="text"/>
<input type="text"/>	<input type="text"/>	3rd <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 Free Maintenance Security(IFMS): @ Rs.  per sq. ft. Total Rs.

Club Membership fees @ Rs.  Total Rs.

Other Charges\* (as applicable): @ Rs.  per sq. ft. Total Rs.

Total tentative cost of the apartment Rs.

7. Environment Commitment

I / We the undersigned applicant (s) do hereby undertake that if my application is considered/accepted, 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 my/our application for allotment is irrevocable and that the above-mentioned particulars/ information given by me/ us is true and correct to my/ our knowledge and no material fact has been concealed therefrom. I/ We have gone through the terms & conditions written herein and the payment plan attached with this Application Form and accept the same, which shall ipso-facto be applicable to my/ our legal heirs and successors. I/We



## TERMS AND CONDITIONS FOR ALLOTMENT OF A RESIDENTIAL UNIT IN RAHEJA'S REVANTA, GURGAON, HARYANA

The terms and conditions given below will be more comprehensively set out in the Agreement to Sell:

1. The Applicant(s)/ intending allottee(s) has applied for allotment of a unit in project "Raheja's Revanta", being developed in Sector-78, 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 project has already been issued and building plans sanctioned by DGTCP Haryana. This application is a mere request by the Applicant(s)/ intending allottee(s) for the allotment of an unit in the Project and the Company reserves the right to accept or refuse the request for allotment of unit for whatever reasons and/or criteria. That the Company has laid down criteria and eligibility norms for allotment of units 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/ rejection of the application and allocation of unit 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 unit due to any reason whatsoever notwithstanding the fact that Applicant(s)/intending allottee(s) might have tendered earnest money in full. However, the application will be taken up by the screening committee only if it is complete in all respects and subject to the tendering 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 unit number will be at sole discretion of the company. In case, the Company does not accept/consider the application then the refund of the Earnest Money so received by the Company 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 unit/ 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 unit 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 unit and such other conditions as per the applicable laws of India.
2. The Applicant(s)/intending allottee(s) if a resident of outside India or having Non Resident Indian (NRI) status, investing his money in this project 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 legitimacy of investment, money laundering, 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 or the Company, the amount paid towards sale consideration will be frozen and refunded by the Company as per rules and Government directions without any interest and the allotment may be cancelled forthwith without any liability on the Company on such account and that the Applicant(s)/intending allottee(s) shall keep the Company fully indemnified and harmless in this regard and all the responsibility for such payments will be that of the Applicant(s)/intending allottee(s).
3. That the Applicant(s)/intending allottee(s) is aware of the fact that the Company is in the process of developing the Residential Colony on the said Land, and in pursuance thereof, it is understood and agreed by the Applicant(s)/intending allottee(s) that the Unit area and location of Unit, which the Applicant(s)/intending allottee(s) is intending to buy are tentatively based on the approved building plans. In case of any change in plans due to site conditions, market conditions and technical reasons or minor deviation during construction the area and location may vary, however the Applicant(s)/intending allottee(s) has seen the unit layout and understood the Super area, Build up Area & Carpet area of the unit.
4. That the Applicant(s)/intending allottee(s) understands that the Company is undertaking this project as per the applicable laws, notifications, rules and regulations applicable to the said land and also understands the limitations and obligations of the Company in respect of it.
5. That, the Applicant(s)/intending allottee(s) hereby undertakes that he/she shall abide by all laws, rules, regulations, notifications, terms and conditions of Central Government, Haryana Government, Haryana Urban Development Authority, Registrar of Societies, Local Bodies, taxation, environment, Fire, Explosive, Ground Water, Excise, The Haryana Apartment Ownership Act, 1983 etc. etc. and any alteration(s)/amendment(s) /modification(s) thereto, and shall be liable for defaults and/or breaches of any of the conditions, rules or regulations as may be applicable to the said land/complex.
6. That the Applicant(s)/intending allottee(s) acknowledges that the Company has provided all the information and clarifications as required by the Applicant(s)/intending allottee(s) and that the Applicant(s)/intending allottee(s) has also relied upon his own judgment and investigation with respect to location, designs, specifications, price, availability of infrastructure, Government regulations, availability of finance and interest rates, market conditions, his/her ability to make timely payments etc. in deciding to apply for allotment and to purchase the Said Unit and has not relied upon and is not influenced by any written or verbal representation and assurances, warranties, statements or estimates of any nature whatsoever made by its selling agents/brokers or otherwise including but not limited to any representations relating to the description, location or physical condition of the Said Complex/Said Building/Said Unit. The Applicant(s)/intending allottee(s) is also aware of the risk perceptions and price fluctuations which are related to real estate sector and Indian economy in general and this area in particular.
7. The Applicant(s)/intending allottee(s) agrees to pay additional sum for reservation of Car and Two wheeler Parking space(s) allotted to him for his exclusive use in the said complex, and shall not have any ownership rights over the said parking space. It is specifically made clear to the Applicant(s)/intending allottee(s) that the price of the Unit is exclusive of reserved Car and Two wheeler parking space(s) allotted to him for his use only. The Car and Two wheeler Parking space whether covered or open would be used exclusively for parking of light motor

vehicles and would not be used for any other purpose whatsoever. The Car and Two wheeler parking space, if allotted on extra payment shall be an integral part of the Unit and cannot be separated from the Unit. The Applicant(s)/intending allottee(s) shall have no right to sell /lease/deal with the Car and Two wheeler parking space(s) independent of the Unit. All clauses of this Application Form/Agreement to Sell and Conveyance Deed pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the said parking space, wherever applicable. However, the Applicant(s)/intending allottee(s) shall be entitled to apply for additional Car and Two wheeler parking space(s) at a charge applicable at current rates at the time of allotment of additional Car and Two wheeler parking subject to availability of the same and sole discretion of the Company. The Applicant(s)/intending allottee(s) shall also be entitled to request for scooter/bike/cycle parking space at a charge applicable at the time of allotment of such parking space subject to availability of the same and sole discretion of the Company. The Applicant(s)/intending allottee(s) undertakes to park his vehicle in the designated parking space(s) only and not anywhere else in the said building/Complex. The Applicant(s)/intending allottee(s) understands that the service areas in the basement/ stilts provided in the said complex are reserved for services, use by maintenance staff etc. and shall not be used by the Applicant(s)/intending allottee(s) for parking or any other purpose. That all reserved car parking and two wheeler spaces allotted to Applicant(s)/intending allottee(s) shall not form part of common areas of the said Unit for the purpose of the declaration which may be filed by the Company under Haryana Apartment Ownership Act, 1983.

8. There will be Preferential Location Charges (PLC) as declared/applicable at the time of booking, in case any location is preferred by the Applicant(s)/intending allottee(s) for the Unit in the said Project, 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 subsequently due to any reason, the said Unit 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 next installment due as stated in the payment plan or the Applicant(s)/intending allottee(s) may seek refund of the said amount. On the other hand, if his Unit in the Project becomes preferentially located due to any reason then the Applicant(s)/intending allottee(s) shall be liable and agrees to pay additional PLC as stated in the payment plan along with the next installment due.
9. The External Development Charges (EDC) and Infrastructural Development Charges (IDC) for the external and infrastructural services respectively which is to be provided by the Haryana Government / HUDA have been charged on pro rata approximate basis from all the Applicant(s)/Intending Allottee(s) on the basis of the present rate fixed by the Haryana Government. As per the bilateral agreement signed with DGTCP under Haryana Development & Regulation of Urban Areas Act 1975 & Rules 1976 the EDC rates are tentative and maybe revised. The company is under obligation to pay the additional EDC & IDC charges in the manner as directed by the Director General Town and Country Planning.

However in case of any increase in these charges in future (including with retrospective effect by the Haryana Government/ competent authority(ies), the same shall be paid by the Applicant(s)/intending allottee(s), along with the last installment due as per the payment plan. Such increase in EDC and IDC or imposition of any other levy in whatever form shall be borne and paid by the Applicant(s)/intending allottee(s) in proportion to the approximate super area of the said premises to the approximate total super area of all the premises in the said building as determined by the Company. 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. EDC & IDC contribution is broadly calculated and minor variations in calculation of EDC and IDC might occur as per actual construction completed and therefore shall not be claimed / counter claimed. If the EDC and IDC as decided is not paid, then the same shall be treated as non-payment of charges as per the Application Form/Agreement to Sell and the Company shall be entitled to withhold the delivery of possession to the Applicant(s)/intending allottee(s) until the payment of above said EDC and IDC charges along with applicable interest etc.. 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 partly unpaid sale price of the said Unit and the Company shall have first charge and lien over the said Unit till such unpaid charges are paid by the Applicant(s)/intending allottee(s) including interest if any. In case of decrease of EDC and IDC charges the adjustment of the same shall be done at the time of payment of last installment before registration of conveyance deed.

10. That the Applicant(s)/intending allottee(s) agrees that out of the amount(s) paid by him towards the sale price, the Company shall treat 10% of the Sale Price as Earnest Money to ensure fulfilment by the Applicant(s)/intending allottee(s) of the terms and conditions as contained herein. Timely payment is the essence of the terms and conditions, of this Application Form and the Applicant(s)/intending allottee(s) is under obligation to pay the sale price as provided in the payment plan along with the other payments such as, applicable stamp duty, registration fee, maintenance security etc, 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 and observe all other obligations of the Applicant(s)/intending allottee(s) under this Agreement.
11. 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 fulfilment/breach of any of the terms and conditions of this allotment, Agreement to sell 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 Agreement to sell 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 obligations 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 earnest money, 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).

12. The Company doesn't permit multiple bookings by a person/Company/Firm/Association of persons in any of its projects. It is made clear and understood by the Applicant(s)/intending allottee(s) that he does not have any right to book/ apply for any new bookings in any property being developed by the Company or any of its associate/ subsidiary/ sister concern unless specifically permitted by the company and 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 associate/ subsidiary/ sister concern.
13. That the prices of unit(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 unit(s) as per the input price index of construction material on pro rata basis. Similarly, if the prices of input fall by over 10%, the corresponding saving will be passed on to the Applicant(s)/intending allottee(s). The decision of the Company in this behalf shall be final, conclusive and binding on Applicant(s)/intending allottee(s).
14. The Applicant(s)/intending allottee(s) agrees that he shall pay the price of the Unit and other charges calculated on the basis of super area, which includes pro-rata share of the common areas in the Complex including common facilities, if any, which may be located anywhere in the Complex at the sole discretion of the Company. The calculation of super area will be rechecked and decided at the time of delivery of possession & execution of conveyance deed.

The high rise tower will be having service floors and the area under service floors providing services to residents will be loaded as super areas. Areas which are not providing services directly and are necessary to be retained by the company for long term management of building or for creating provision for future upgradation of technologies shall be retained by the company and shall be used by the company at their own discretion, as long as they do not form part of super area towards calculation of apartment area and over all pricing.

The Applicant(s)/intending allottee(s) has examined and accepted the plans, designs, specifications of the Premises which are tentative and the Company may have to effect suitable and necessary alterations in the layout plans and/ or specifications, as and when required due to sanction / revision of building plans including but not limited to non- clearance of height by AAI, technical reasons, site conditions, market acceptability, architectural or statutory requirements etc., However, the Applicant(s)/intending allottee(s) will be duly intimated about the same.

In case there is any increase / decrease in the areas, the revised price will be applicable at the original rate at which the Unit was booked by the Applicant(s)/intending allottee(s). 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 Unit 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 Unit to be paid by him and the Applicant(s)/intending allottee(s) agrees to inform the Company in writing his consent or objections to the changes within thirty (30) days from the date of such notice, failing which the consent shall be deemed to have been obtained from Applicant(s)/intending allottee(s) for all alterations/ modifications. If the Applicant(s)/intending allottee(s) within thirty (30) days of intimation communicated his non-consent/ objections to such alterations/ modifications in writing, then the allotment shall stand cancelled and the Company shall refund the entire money received from the Applicant(s)/intending allottee(s) with interest @ 10% per annum. Or applicable fixed deposit rate of State Bank of India for the applicable period, whichever is higher. The Applicant(s)/intending allottee(s) agrees that in case of any increase or decrease in the super area of the Unit additional amount payable or refundable (without any interest) shall be at the rate per sq. ft. as mentioned in Application Form. In case, any change in layouts, plans, specifications or location due to change of designs, plans, permission, consent etc including change of acts, rules or directions given by statutory authorities, the same shall be fully binding on the Applicant(s)/intending allottee(s).

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 earlier and in that event, the Applicant(s)/intending allottee(s) shall pay the additional charges for improving any or all specification(s) such as solar water heating, double Glazed windows for heat and sound proofing, concealed / in wall split air conditioning, ducting and drainage, Wi-Fi or WAN networking or satellite based communications etc. The Applicant(s)/intending allottee(s) shall have no objection and shall accept the improvements done by the Company for betterment of Unit and shall willingly pay for the additional facilities, specifications or improvement provided that improvement cost is less than 5% of total cost of Unit.

The Applicant(s)/intending allottee(s) has also 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 unit(s) to the Applicant(s)/intending allottee(s), the Company shall have sole discretion to convert non centrally air-conditioned buildings in the project to Centrally air conditioned building(s) or to implement up gradation of any other specifications, provided over 50% of the Applicant(s)/intending allottee(s)s have confirmed their willingness for the same. The Applicant(s)/intending allottee(s) agrees to share the proportionate expenses/ cost for converting building(s) into centrally air conditioned building(s), additional specifications, in proportion to total area being air-conditioned, or upgraded and area occupied by him/her and shall have no objection in this regard.

In view of any new directives of DGTCP or for the betterment of the project the Company can effect changes in the original design including but not limited to elevation / Unit plans/ floor plans/Layout plans / reduction or addition of storeys (including shifting of allotted Unit from one Floor to another or from one tower to another tower, as the case may be) at its sole option and discretion and the Applicant(s)/intending allottee(s) shall not object to the same provided there is no substantial change in the Super area of the re-allotted Unit. The Company may give option to the Applicant(s)/intending allottee(s) to opt for any other Unit or move to a higher or lower floor subject to the availability of the same. Accordingly the Application and the Agreement to sell shall stand modified to that effect. The Applicant(s)/intending allottee(s) agrees and accepts that in case he seeks cancellation of Allotment on the above noted

ground he shall communicate in writing within 30 days of receiving intimation from the Company to this effect and the Company shall refund the amount deposited by the Applicant(s)/intending allottee(s) along with interest @ 10% p.a. after deducting brokerage/commission paid if any by the company and the processing/administrative charges for such booking, within 30 days of receiving a written request for refund from the Applicant(s)/intending allottee(s).

15. That the Company has made it specifically clear to the Applicant(s)/intending allottee(s) and after having satisfied himself, the Applicant(s)/intending allottee(s) has understood that the computation of the price of the said Unit does not include any element of balance land, future construction, running and operation of the common amenities and facilities and its assets like club, school, convenience store or any other conveniences which are retained property and assets of the Company. The Company has calculated the sale price of unit under agreement by excluding these owned assets. The Company has retained these areas for its own ownership and commercial benefits and future exploitations and decided upon the offered price after excluding these assets. If Association of Unit owners wants or demands or government or any court decree, at any stage directs the Company to pass on the land, assets, facilities or areas beyond the footprint of the Complex on which the Unit(s) area is situated/built along with access right due to any reason whatsoever and the land or any facilities which are not computed in calculation of super area is decided to be passed on to the Association of buyers/ owners, even then the Company shall be entitled for receiving/recovering the then prevailing market price for the balance land, assets and facilities thereon retained and owned by it from the Applicant(s)/intending allottee(s)/ Association of Owners on pro-rata basis. As regards payment of maintenance charges Applicant(s)/intending allottee(s) shall enter into a separate Maintenance Agreement.

The Applicant(s)/intending allottee(s) further agrees and understands that in case the Company is able to get additional FAR, density etc the Company shall have the sole right to utilize the additional FAR / population density in the manner it may deem fit including but not limited to by making addition to the said Complex or making additional buildings in and around the land of the said Complex, the Company shall be entitled to connect electric, water, sanitary and drainage systems in the said extended complex while maintaining existing services. The Applicant(s)/intending allottee(s) acknowledges that he has not made any payment towards the additional FAR and shall have no right to object or to claim for any such construction activities carried on the said Building / within the Said Complex.

The Company has made clear to the Applicant(s)/intending allottee(s) that the project will be executed in phases and it may be carrying out extensive developmental / construction activities for many years in future in the entire area falling outside the land beneath the footprint of the said Building, in which his Unit is located and that the Applicant(s)/intending allottee(s) understands and agrees that he shall not raise any objection or make any claim or default in making payments 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), facilities and amenities, areas under stilts and roof top not calculated towards computation of Super Area, shall vest solely with the Company and the Company may deal in any manner with such land(s), facilities and amenities by way of sale, transfer, lease, mortgage, collaboration, joint venture, operation and management or any other mode including transfer to government, semi government, any other authority, body, any person, association, institution, trust and / or any local body(ies) and at any terms / payment(s) which the Company may deem fit.

The Applicant(s)/intending allottee(s) understands and agrees that the Company may make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold Premises within the said Building.

The Applicant(s)/intending allottee(s) shall have no right, title or interest in any form or manner in the space/land earmarked for additional Units, Buildings etc., constructions thereon and facilities provided therein. Further the Applicant(s)/intending allottee(s) hereby agrees that he shall not have any claim or right to any additional Units, buildings etc or interfere in the manner of booking, allotment and finalization of sale of Unit(s), premises/buildings etc or in the construction, operation and management of such Units/buildings etc.

16. The price mentioned in the application is inclusive of the cost of providing electric wiring up to DB built in each premises and firefighting equipment in the common areas as prescribed in the existing fire fighting code/ regulations and power backup facility only for lights and fans in addition to that for the common areas and services but does not include electricity installation and commissioning charges, security deposit and connection charges, cost of electric fittings, fixtures, geysers, electric and water connection and 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 and security deposit 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.

If despite having paid EDC/IDC to Government for making provision of External Development services viz a viz road connectivity, water and sewerage connections, H.T. Lines, sub- station etc.etc. The Government fails to provide basic infrastructure facilities on time and the Company decides to make extra investments to provide all such facilities and facilities for water recycling and sewage disposal, Sewage Treatment Plant to make complex functional, such extra investments shall be recoverable from Applicant(s)/intending allottee(s) on pro-rata basis.

In addition to the total price, the Applicant(s)/intending allottee(s) undertakes to pay directly or if paid by the Company then reimburse to the Company on demand, Government rates, property taxes, Wealth Tax, taxes of all and any kind by whatever name called, whether levied or leviable now or in future on the land and/or building constructed on the said Plot of Land or the said Premises, as the case may be, as assessable/applicable from the date of application of the Applicant(s)/intending allottee(s) and the same shall be borne and paid by the Applicant(s)/intending allottee(s) in proportion to the Super Area of the said Premises to the super area of all the

Premises in the said Building as determined by the Company. Further the Applicant(s)/intending allottee(s) shall be liable to pay from the date of his application house-tax/property-tax, fire fighting tax or any other Fee or Cess as and when levied by a Local Body or Authority and so long as the said Premises of the Applicant(s)/intending allottee(s) is not separately assessed to such Taxes, Fee or Cess the same shall be paid by the Applicant(s)/intending allottee(s) in proportion to the super area of the said Premises to the total super area of all the Premises in the said Building/said Plot of Land as determined by the Company. These taxes, fees, cesses etc shall be paid by the Applicant(s)/intending allottee(s) irrespective of the fact whether the Maintenance is carried out by the Company or its Nominee or any other body or Association in the said Building. Non payment of these amounts shall have automatic charge on the said Premises and the Company shall have the right to recover the amount the way it deems fit and proper.

17. All the payments agreed to be made by the Applicant(s)/intending allottee(s) in accordance with the payment plan shall be made by way of cheque / demand draft (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 / IDC amount 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 on which the said cheque will get credited into the bank account after deduction of the outstation clearing charges. If any cheque submitted by the Applicant(s)/intending allottee(s) gets dishonored due to any reason whatsoever 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 dishonor of the cheque or cancellation of the allotment. The Applicant(s)/intending allottee(s) will not be entitled to tender a new cheque in place of dishonored cheque.

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 on sole discretion of the company 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 at Corporate Office only.

18. All costs, charges and expenses payable on or in respect of this Application Form/Agreement To Sell and on all other expenses incurred in execution of instruments and deeds in pursuance to the Agreement to Sell, including stamp duty and registration charges shall be borne by the Applicant(s)/intending allottee(s). However, it shall be the obligation and responsibility of the Company to execute and register a Conveyance Deed conveying the freehold title in favour of the Applicant(s)/intending allottee(s) at the cost and expenses of the Applicant(s)/intending allottee(s), after payment of the entire Sale consideration and other agreed amounts.

Further, if there is any additional levy, which becomes due and payable after the date of the present agreement or charge of any kind attributable to the Said Land or project, as a consequence of Government, Statutory or any other order of the Local Government, Authority, the same if applicable, shall also be paid by the Applicant(s)/intending allottee(s), on pro-rata basis. A copy of the said order shall be provided to the Applicant(s)/intending allottee(s) at the time of raising of demand.

All statutory charges, Govt. rates, tax on land, municipal taxes, property taxes, VAT, Service tax, G.S.T (proposed to be levied), labour cess, Work Contract Tax (WCT) and other levies by whatever name called, demanded or imposed by the authorities on the said Complex/said building/said Unit 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. However, the Company shall not be liable to refund the service tax/ any other tax already deposited with the government, if at any stage government revokes/ withdraws the tax till the time the same is actually received back in the account of the Company. If such charges are increased (including with retrospective effect) after execution of Conveyance Deed, then these charges shall be treated as partly unpaid sale consideration of the Unit and the Company shall have lien on the allotted Unit 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(s)/intending allottee(s) till the said Unit is assessed separately and he shall be bound to make such payment within 30(thirty) days of such intimation.

19. The timely payment of installments is the essence of this Application/Allotment. It shall be incumbent on the Applicant(s) /intending allottee(s) to comply with the terms of payment and the other terms and conditions of sale. If there is any delay or default in making payment of the installments on time by the Applicant(s)/intending allottee(s), then the Applicant(s)/intending allottee(s) shall pay the interest @ 18% per annum to the Company from the due date of payment of installment on monthly compounded basis. Since the construction is an ongoing process & cannot be stalled due to non payment by the defaulting Applicant(s)/intending allottee(s)/purchaser as the Company shall be forced to bear interest on the borrowings from outside agencies in order to ensure timely completion of construction of project and handing over of possession to the Applicant(s)/intending allottee(s) as per schedule. For all the payments made by the Applicant(s)/intending allottee(s), the Company shall first adjust the amount towards the interest due and then towards the sale consideration.

20. The Applicant(s)/intending allottee(s) shall before taking possession of the Unit in any manner must clear all the dues towards the allotted Unit and have the Conveyance Deed for the said Unit 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 Unit in favour of the Applicant(s)/intending allottee(s) which shall be executed and got registered after receipt of the total Sale Consideration, other dues, viz all the statutory charges, taxes including service tax, etc. etc. and including payment of IFMS 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 Unit 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 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 Consideration so caused together with interest @ 18% per annum for period of delay in depositing the Sale Consideration so appropriated according to payment plan. The Applicant(s)/intending allottee(s) undertakes to execute the Conveyance Deed within a period of 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 and recover, brokerage/commission paid, interest on delayed payment etc. and refund the remaining amount without any interest within 30 days thereafter.

21. That the Company shall sincerely endeavor to give possession of the Unit to the Applicant(s)/intending allottee(s) within thirty-six (36) months in respect of "TAPAS" Independent Floors and forty-eight (48) months in respect of "SURYA TOWER" from the date of the execution of the Agreement to sell and after providing of necessary infrastructure specially road, sewer & water in the sector by the Government, but subject to force majeure conditions or any Government/Regulatory authority's action, inaction or omission and reasons beyond the control of the Company. However the company shall be entitled for compensation free grace period of six (6) months in case the construction is not completed within the time period mentioned above. The Company on obtaining certificate for occupation and use by the Competent Authorities shall hand over the Unit to the Applicant(s)/intending allottee(s) for his occupation and use and subject to the Applicant(s)/intending allottee(s) having complied with all the terms and conditions of this Application Form & Agreement To Sell. In the event of his failure to take over and/ or occupy and use the Unit 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. 7/- 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 / Unit within Thirty Six (36)/Forty-Eight (48) months plus aforesaid grace period of six (6) months from the date of execution of the Agreement To Sell and after providing of necessary infrastructure in the sector by the Government or for any reason other than the reasons stated above, then the Company shall be liable to 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 which is proportionate to the rental income for the similar property in the area or average rental of equivalent sized unit in the vicinity, whichever is higher.

The adjustment of compensation shall be done at the time of conveying of the Unit. If In order to comply with any specific request of the Applicant(s)/intending allottee(s) such as providing any modification or additional fitments in his Unit, then the above said periods of delivery will automatically and correspondingly get extended by the period of such delay and in that case Company shall not be liable for any such delay compensation.

The Applicant(s)/intending allottee(s) understands that the compensation of Rs. 7/- per sq. ft. is though less than the interest payable by the Applicant(s)/intending allottee(s) but at the same time he is the sole recipient of the entire benefit of price appreciation of his unit, whereas the Company has invested monies received from the Applicant(s)/intending allottee(s) largely in the project, yielding no additional benefit, interest or appreciation to the Company.

22. 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 even at the time of handing over of possession as the same is to be provided / developed by the Government /nominated government agency. Since this is beyond the control of Company, therefore, the Applicant(s)/intending allottee(s) shall not claim any compensation for delay due to non-provision of infrastructure facilities and /or consequent delay in handing over the possession of the unit(s) in the project.
23. The Applicant(s)/intending allottee(s) agrees and accepts that construction/continuation/completion of the said building/ complex is subject to Force Majeure Conditions which inter-alia include strike, lock out or, non-availability of necessary infrastructure facilities being provided by the government for carrying development activities, pollution clearances, court injunction, civil commotion or by reason of war, enemy or terrorist action, earthquake, any act of God or delay in grant of completion / occupation certificate by the Government and / or any other public or competent authority or if non delivery of timely possession is beyond the control of the Company then in any of the aforesaid events, the Company shall be entitled to a reasonable extension of time for delivery of possession of the said Unit, depending upon the contingency /prevailing circumstances at that time. The Company as a result of such a contingency arising thereto may have to alter or vary the terms and conditions of allotment.

The Company shall not be responsible or liable for not performing any of its obligation or undertakings provided for in this Application Form if such performance is prevented due to force majeure conditions.

In case the Company is forced to abandon the said Project for any reason other than those stated above, the Company shall be liable to refund the amount paid by the Applicant(s)/intending allottee(s) with interest @10% per annum within six months from the happening of such eventuality. In such a case the Company's liability shall be limited to refund of the amount paid by the Applicant with interest @ of 10% p.a only.

24. The Applicant(s)/intending allottee(s) hereby agrees and undertakes that he shall comply with all the applicable laws, rules, regulations, notifications for occupation and use of the said Premises. All the requirements, requisitions and demands of any Development Authority/Municipal Authority/ Government or any other Competent Authority in respect of the said unit/said Building shall be complied with at his own cost and keep the Company indemnified, secured and harmless against all costs, consequence and damages, arising on account of such non-compliance and shall ensure compliance of directions of such statutory bodies.
25. The Applicant(s)/intending allottee(s) of the Unit shall pay, as and when demanded, the maintenance charges including security and all types of upkeep charges including security deposit for providing, maintaining and up-keeping of 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.

The Applicant(s)/intending allottee(s) undertakes to join society / association of the Unit owners and to pay fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company in this regard. Only one Association of owners as is formed as per Haryana Apartment Ownership Act, 1983 and declaration filed there under will be recognized. The Applicant(s)/intending allottee(s) upon completion of the said Complex and before taking the possession of the Premises shall enter into a Maintenance Agreement with the Company or any association / body / condominium of Unit or any other nominee agency / association(s) or other body (hereinafter referred to as 'Maintenance Agency') as may be appointed /nominated by the Company from time to time for the maintenance and upkeep of the said Unit in the said complex The Applicant(s)/intending allottee(s) undertakes to pay the maintenance bills as raised by the Maintenance Agency from the date of 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 Unit or not and that grant of occupation certificate by the competent authorities shall be undisputed and conclusive proof of the unit being ready for occupation and use by the Applicant(s)/intending allottee(s).

That in order to provide necessary maintenance services, dedicated focus and transparency in accounting and audit procedures, the Company may hand over the maintenance of the said Complex to a professional maintenance Agency which shall be solely responsible for providing maintenance services to the said Complex including supply of electricity in terms of the permission to be granted by the competent authority(ies) to raise bills directly on the Applicant(s)/intending allottee(s) and collect payments thereof and to do all such acts, deeds, matters and things as may be necessary to provide uninterrupted maintenance services. The Applicant(s)/intending allottee(s), if so directed by the Company and/or the maintenance agency at its sole discretion, hereby agrees to execute Maintenance Agreement with the Maintenance Agency or any other nominee/agency or other body as may be appointed by the Company from time to time for the maintenance and upkeep of the said Plot of Land/ the said Building/said Complex and the Applicant(s)/intending allottee(s) undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the maintenance agency from time to time. It is specifically agreed by the Applicant(s)/intending allottee(s) that the Applicant(s)/intending allottee(s) shall be entitled to use the Maintenance services including the supply of electricity subject to the timely payment of total Maintenance Charges and if the Applicant(s)/intending allottee(s) fails to pay the total Maintenance Charges, then the Applicant(s)/intending allottee(s) agree(s) that the Applicant(s)/intending allottee(s) shall not be entitled to use the Maintenance services including the supply of electricity and/or water. As the Maintenance Agency is providing the same as an integral part of total Maintenance services and not a separate function.

In case the Company hands over the maintenance of the said complex to the Maintenance Agency, the Company may at its discretion transfer the IFMS of the Applicant(s)/intending allottee(s) to the Maintenance Agency after adjusting there from any outstanding maintenance bills, pro-rata maintenance collection deficits and/or other outgoings of the Applicant(s)/intending allottee(s) at any time even after execution of the Conveyance Deed and there upon the Company shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the IFMS including but not limited to issues of repayment, refund and/or claims of any of the Applicant(s)/intending allottee(s) on account of the same.

The total Maintenance Charges will be fixed by the Company/ Maintenance Agency, other Body on the basis of the Maintenance costs. The decision of the Company or Operation/Maintenance Agency in respect of the cost of Maintenance will be final and binding on the Applicant(s)/intending allottee(s). These charges will be paid at monthly/quarterly/half yearly intervals as decided by the Company or Maintenance Agency as and when the Operation/Maintenance services are transferred to the said Maintenance Agency.

That as and when any Plant & Machinery within the said Building/said Premises as the case may be, including but not limited to air-conditioning plants, lifts, escalators, DG sets, electric sub-stations, pumps, fire fighting equipment, any other plant/equipment of capital nature etc require replacement, up gradation, additions etc the cost thereof shall be contributed by all the Applicant(s)/intending allottee(s) in the said Building on pro-rata basis (i.e. in proportion to the super area of the said Premises to the total super area of all the Premises in the said Building, as the case may be). The Company or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc including its timings or cost thereof.

That the Applicant(s)/intending allottee(s) undertake(s) and assure(s) that his rights to the use of common areas and facilities within the said Building shall be subject to timely payment of total Operation/Maintenance Charges and the performance by the Applicant(s)/intending allottee(s) of all his obligations under this Agreement to Sell and the Maintenance Agreement. If the maintenance charges are not paid by the Applicant(s)/intending allottee(s) regularly and on or before its due date, then the Applicant(s)/intending allottee(s) agrees that he shall have no right to use such common areas and facilities. But so long as the maintenance charges and all payments envisaged under these presents are regularly paid, on or before due date and covenants are observed, the Applicant(s)/intending allottee(s) shall be entitled to use such common areas and facilities. For providing necessary maintenance services, the Applicant(s)/intending allottee(s) agrees to permit the Company or the Maintenance Agency to enter into the said Premises or any part thereof after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the said Premises or the defects in the Premises above or below the said Premises.

In order to secure due performance of the Applicant(s)/intending allottee(s) in paying promptly the maintenance bills and other charges as raised by the maintenance agency, the Applicant(s)/intending allottee(s) agrees to deposit and to always keep deposited with the Company/Maintenance Agency an interest free maintenance security(IFMS) as prescribed by the Company/Maintenance Agency. In case of failure of the Applicant(s)/intending allottee(s) to pay the maintenance bills, 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 the right to avail the maintenance services also authorises the Company/Maintenance Agency to adjust in the first instance, the interest free maintenance security against such defaults in the payment of maintenance bills. The resultant shortfall in the interest free maintenance security shall be made good by the Applicant(s)/intending allottee(s) within 15 days of demand by the Company/Maintenance Agency. The Company/Maintenance Agency also reserves a right to increase the interest free maintenance security 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 15 days of demand by the Company/Maintenance Agency. It is made specifically clear and it is so agreed by and between the parties hereto that the interest free maintenance security as stipulated in this clause shall survive the conveyance of title in favour of the Applicant(s)/intending allottee(s) and the Company shall have first charge/lien on the said Premises in respect of any such non-payment of shortfall/increases as the case may be.

The possession of the Common Areas whereof shall remain with the Company, whose responsibility shall be to supervise the maintenance and upkeep of the same, until the same are handed over to Maintenance Agency/Association of Unit Owners/any other body in the Complex, in which the Unit is located.

The Applicant(s)/intending allottee(s) hereby expressly authorizes the Company/ Maintenance Agency to impose such restrictions as it/ they may deem fit and proper as may be necessary at their sole discretion restricting the entry of members of public into the said complex for the purpose of securing the said complex and keeping it safe.

26. The Applicant(s)/intending allottee(s) agrees that the Company or its subsidiaries/agents may at their sole discretion and subject to such Government approvals as may be necessary, invest or install, enter into arrangement of generating and/or receiving and/or supplying power to/for the various projects within or outside the said Complex in which the said Unit 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 Complex(s). 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 despite 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 Unit 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 the said Complex.

If the Company or the Operation/Maintenance agency decides to apply for and thereafter receives permission from Dakshin Haryana Bijli Vitran Nigam Ltd. (DHBVN) or from any other Body/Commission/Regulatory/Licensing Authority constituted by the Government of Haryana for such purpose to receive and distribute bulk supply of electrical energy in the said Building, then the Applicant(s)/intending allottee(s) undertakes to pay on demand to the Company/Maintenance Agency of all deposits and charges like fixed connection charges, Advance Consumption deposit, expenditure on independent feeder, share cost of appropriate capacity sub-station etc. Paid/payable by the Company/Maintenance Agency to Dakshin Haryana Bijli Vitran Nigam(DHBVN)/any other Body/Commission/Regulatory/ Licensing Authority constituted by the Government of Haryana. Further the Applicant(s)/intending allottee(s) agrees that the Company shall be entitled in terms of the Operation/ Maintenance Agreement to withhold electricity supply to the said Premises till full payment of such deposits and charges are received by the Company or the Maintenance agency. The Applicant(s)/intending allottee(s) agrees to abide by all the conditions of sanction of bulk supply and to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Company from time to time. If at any subsequent stage, the electricity or generator supply load needs to be increased/upgraded, the Applicant(s)/intending allottee(s) shall contribute on pro-rata basis towards security deposit/other expenses.

The Company shall also have the authority to use the electricity being supplied to the units of the said complex, for the club/community building/commercial purposes subject to ensuring that it is within the permissible limits as prescribed by the DHBVN or any other body/regulatory authority constituted by the Govt. of Haryana.

Power backup may be provided subject to timely payment of maintenance charges from standby generators and shall be in addition to normal Power backup for the common areas and the common services within the said Building. It is specifically made clear to the Applicant(s)/intending allottee(s) that in the event of non- payment of electricity charges as billed by the Company/Maintenance Agency, the supply of electricity shall be rightfully disconnected for non-payment of dues after giving 7 days notice.

The commercial and institutional space(s) within the complex are not part of the super area/saleable area and are retained by the Company. Similarly company is retaining certain other assets and properties for its own use, the same may be crossed checked and verified before signing this Application Form.

27. Although EDC & IDC is being paid to HUDA Government, but in case any charges are levied by HUDA / Government for activation of water or sewage connection whether bulk or individual, the same shall become payable individually on pro-rata basis to facilitate timely commissioning of services.

28. If the Applicant(s)/intending allottee(s) intends to carry out the interior works in the Unit in terms of the Agreement to Sell and seeks temporary possession thereof, the Company may permit the same at its sole discretion and for such duration as it may deem right, subject to the following conditions and undertakings given by the Applicant(s)/intending allottee(s) in respect thereto:

That the Applicant(s)/intending allottee(s) shall pay the entire Sale consideration and stamp duty for registration of conveyance deed before taking the temporary possession and execute all necessary documents and agreement to sell. The Company shall be liable to get the sale/conveyance deed registered before the competent authority after obtaining occupancy certificate and the Applicant(s)/intending allottee(s) shall not start living in the unit without getting formal offer of possession from the Company.

That the Applicant(s)/intending allottee(s) shall sign the Maintenance Agreement, if not already signed, and shall pay the Interest Free Maintenance Security (IFMS) if not paid before taking the temporary possession.

A caution and electricity compensation deposit will have to be paid by the Applicant(s)/intending allottee(s) prior to seeking possession for interior works.

That the work of interior adaptation undertaken by the Applicant(s)/intending allottee(s) should not obstruct or affect the construction work, if any, of the Company or interior work being carried out by any other Applicant(s)/intending allottee(s) of the complex or cause any nuisance of any kind, which may be objectionable to the Company or any other Applicant(s)/intending allottee(s);

That the Applicant(s)/intending allottee(s) shall ensure complete safety of the materials and the equipment kept in the Premises, to be used for the interiors undertaken by the Applicant(s)/intending allottee(s). The Company shall not be responsible or liable in case of theft, pilferage or misplacement of such materials or equipment. Further, the Company shall not be liable for any accident or injury caused or occasioned to any employee or the workman engaged by the Applicant(s)/intending allottee(s) for doing the interiors in the Premises or any job or work relating thereto. Such liabilities or claims, if any shall be satisfied by the Applicant(s)/intending allottee(s) itself. The Applicant(s)/intending allottee(s) shall indemnify and keep harmless the Company against all such claims or liabilities;

That the Applicant(s)/intending allottee(s) shall comply with all the directions / requirements as stipulated by the Company or its Authorized Representatives, while carrying out the interiors in the Premises;

That the Applicant(s)/intending allottee(s) shall not damage or cause harm to the structures in the Premises or any part of the Complex in the process of doing the interiors, except as those minor alterations as may be necessary to carry out the interior.

Possession for interiors does not constitute possession for any other purpose including display of signboard or signage and this temporary possession will be given subject to condition that actual possession of premises remains with the Company only for all purposes and Applicant(s)/intending allottee(s) shall have to hand over the possession on a day's notice, if so demanded by the Company without assigning any reason.

- That the Applicant(s)/intending allottee(s) shall not store any inflammable or explosive materials in the unit while conducting the interior works and shall ensure complete safety against any accidents or loss of human life.
29. 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 Unit 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 Unit and such other conditions as per the applicable laws.
  30. The Unit applied for along with the building in which the Unit 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 Unit owner in the common areas and facilities as specified by the Company in the declaration, which will be filed by the Company in compliance of Haryana Apartment Ownership Act, 1983 shall be conclusive and binding upon the Unit owners and the Applicant(s)/intending allottee(s) agrees and confirms that his / her right, title, interest in the said Unit / Building shall be limited to and governed by what is specified by the Company in the said declaration.
  31. It is made clear by the Company and specifically understood by the Applicant(s)/intending allottee(s) that the Company 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, by calculating the same in the ratio of his / her Unit's value to the total value of the Building (s) / Project / Scheme, as the case may be, and that the Applicant(s)/intending allottee(s) agrees not to raise any objections in this regard.
  32. The Applicant(s)/intending allottee(s) may obtain finance from any financial institution/bank or any other source for purchase of the Unit. The Applicant(s)/intending allottee(s)'s obligation to purchase the Unit pursuant to this Flat Buyer's Agreement shall not be contingent on the Applicant(s)/intending allottee(s)'s ability or competency to obtain such financing and the Applicant(s)/intending allottee(s) will remain bound under this Flat Buyer's Agreement whether or not the Applicant(s)/intending allottee(s) has been able to obtain financing for the purchase of the said Unit. Further, any refusal/delay by any bank/financial institution in granting financial assistance and /or disbursement of loan or any subsequent installment, on any ground whatsoever, shall not entitle the Applicant(s)/intending allottee(s) to use it as an excuse for delaying or defaulting in making the payment of installment(s) which have fallen due and any such delay or default in making the payment of the installment(s), as per the payment plan, shall make the Applicant(s)/intending allottee(s) liable to pay the stipulated interest as time is the essence of this Agreement. Further, in case the Applicant(s)/intending allottee(s) seeks cancellation of his allotment on the above mentioned ground, the Company reserves its right to forfeit the earnest money, deduct the interest on the delayed payments and brokerage/ commission paid, if any by the Company for such booking, as per rules and cancel the allotment.
  33. The Applicant(s)/intending allottee(s) undertakes and agrees not to use the unit for any purpose other than residential or in a manner that may cause nuisance or annoyance to other unit owners in the said building or for any commercial or illegal or immoral purpose or to do or suffer anything to be done in or around the unit which tends to cause damage to any flooring or ceiling or services of any unit over, below or adjacent to his unit or anywhere in the complex or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The Applicant(s)/intending allottee(s) shall indemnify the Company against any penal action, damages or loss due to misuse by the Applicant(s)/intending allottee(s).
  34. That the Applicant(s)/intending allottee(s) understands that the area, unit and location are tentative and subject to change. Further, the Applicant(s)/intending allottee(s) agrees that the Applicant(s)/intending allottee(s) shall from time to time sign all applications, papers, documents, Maintenance Agreement and all other relevant papers as required to sign, in pursuance to the transactions and do all the acts, deeds and things as the Company may require for safeguarding the interest of the Company and / or the Applicant(s)/intending allottee(s) in the Complex including in particular, the requirement of the Income Tax Act 1961.
  35. The Applicant(s)/intending allottee(s) shall not assign, transfer, lease or part with possession of the Premises under sale, without taking 'No Dues Certificate' from the Company and/or the Maintenance Agency regarding the maintenance charges payable for the Services.
  36. That the Applicant(s)/intending allottee(s) has undertaken and doth hereby undertakes that the Applicant(s)/intending allottee(s) shall be solely responsible and liable for violations if any, of the provisions of the law of the land and applicable rules, regulations and directions by the competent authorities and the Applicant(s)/intending allottee(s) shall indemnify the Company for any liability and/or penalty in that behalf.
 

The Applicant(s)/intending allottee(s) agrees, accepts and undertakes not to make or publish either by words spoken or intended to be read or by signs or visible representations via internet or any form of media any imputation/defamatory material concerning the Company/Management/Project, which harms the reputation and credibility of the Company/project. Upon commission of any such act by the Applicant(s)/intending allottee(s) the Company shall without prejudice to any other remedies and rights available including termination, cancellation of agreement or allotment, claim liquidated damages which the Company might have suffered due to such irresponsible acts of self defamation breach committed by the Applicant(s)/intending allottee(s).

The Applicant(s)/intending allottee(s) understands and acknowledges that beyond and apart from him there are other Applicant(s)/intending allottee(s) who have invested their hard earned money in this project and any defamation of this complex/project by web posting or creating Google groups/e-groups can undermine valuations or reputation of their investment in the project.
  37. The Applicant(s)/intending allottee(s) shall plan and distribute his electrical load in conformity with the electrical systems installed by the Company. The non-observance of the provisions of this clause shall entitle the Company or the Maintenance Agency to enter the said unit, if necessary and remove all non-conforming fitting and fixtures at the cost and expense of the Applicant(s)/intending allottee(s). The Applicant(s)/intending allottee(s) shall be liable for any loss or damages arising out of breach of any of the aforesaid conditions.
  38. That it is agreed and accepted by the Applicant(s)/intending allottee(s) that all the machinery, facilities and equipments are under ownership of the Company and upon creation / incorporation of Unit Owners Association, the possession (and not ownership) of common equipments pertaining to power back-up, etc. may be transferred in favour of the Unit Owners Association and that unless agreed the Company / Maintenance Agency shall thereafter be in no manner held responsible or liable for maintenance, upkeep,

refurbishing or replacement of the same, as the commitments and liability of the Company is limited to installation of the said equipment only for the first time.

39. 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 Applicant(s)/intending allottee(s) has paid minimum 30% of the total sale 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 nomination.
40. That the structure of the said Building will be got insured against fire, earthquake, riots and civil commotion, militant action etc by the Company or the maintenance agency on behalf of the Applicant(s)/intending allottee(s) and the cost thereof shall be payable by the Applicant(s)/intending allottee(s) as part of the maintenance bill raised by the Company or the Operation/Maintenance Agency but contents inside each Premises shall be insured by the Applicant(s)/intending allottee(s) at his/her own cost. The Applicant(s)/intending allottee(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of any Premises in the said Building or any part of the said Building or cause increased premium to be payable in respect thereof for which the Applicant(s)/intending allottee(s) shall be solely responsible and liable.
41. The Applicant(s)/intending allottee(s) agrees to comply with all the laws of the land at all times, as may be applicable to the allotted unit 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 unit 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.
42. The Applicant(s)/intending allottee(s) agrees not to fix or install air conditioners or heaters in the said unit except at the places which have been specified for the installation nor in any way disturb the external façade of the Unit. The owner / installing agency has to take permission of location and manner of such installation from Estate Manager before any such installation.
43. The Applicant(s)/intending allottee(s) agrees not to fix or install any window antenna on the balcony, roof or terrace of the Tower/ building except with the prior consent from the Company.
44. The Applicant(s)/intending allottee(s) agrees not to park their vehicle(s) on the pathway or open spaces of the Tower/Building /Complex or at any other place except the space exclusively allotted, for this purpose if any, and shall use the pathway as would be decided by the Company.
45. It is specifically understood and accepted by the Applicant(s)/intending allottee(s) that any electrical point/gas point/fire pipes/water pipes/any other related services shall not be tampered with or altered without prior written approval of the Company and the same shall be under regular inspection and clearance by the technical person of the Company or executed by the Company's nominated technical staff only. The Company shall not be liable for any damage /fire/accident caused due to such unauthorized tampering/alteration to the property as well as any damage that may be caused to the building/other people's property. The Applicant(s)/intending allottee(s) shall be solely responsible for any/all consequences arising therefrom.
46. It is clearly understood and agreed by and between the parties that all the provisions contained herein and the obligations arising hereunder in respect of said unit/ said building/said complex/said portion of land shall equally be applicable and enforceable against any and all occupiers, tenants, licensees and/or subsequent Applicant(s)/intending allottee(s) of the said unit as the said obligations go along with the said unit for all intents and purposes and the Applicant(s)/intending allottee(s) assures the Company that the Applicant(s)/intending allottee(s) shall take sufficient steps to ensure the performance in this regard.
47. The Applicant(s)/intending allottee(s) acknowledges that he shall have no right to raise any objection to the Company's making any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold units within the said building and shall not make any claims on this account.
48. The Applicant(s)/intending allottee(s) acknowledges and agrees that whenever the Applicant(s)/intending allottee(s) has to make payment in common with the other unit owners in the said building, same shall be in proportion with the super area of the said unit to the total super area of all the units in the said building. Whenever the Applicant(s)/intending allottee(s) has to make any payment in common with the unit owners of all the buildings constructed on the said portion of land, the same shall be in proportion which the super area of the said unit bears to the total super area of all the units, in all the buildings constructed on the said portion of land as mentioned in the declaration deed filed under the Haryana Apartment Ownership Act, 1983.
49. The Applicant(s)/intending allottee(s) agrees to strictly comply with the code of conduct that may be determined by the Company/maintenance agency for occupation and use of the said unit and such other conditions as the Company/maintenance agency may deem fit from time to time which may include but not limited to usage of the unit, operation hours of various maintenance services, general compliances for occupants of the unit, regulation as to entry/exit of the visitors, invitees, guests, security, parking etc. The Applicant(s)/intending allottee(s) understands that the code of conduct as may be specified by the Company/ maintenance agency is always subject to change by Company/maintenance agency.
50. That the company has made it specifically clear to the Applicant(s)/intending allottee(s) that the club has been mentioned as the community Building in the sanctioned plans and the area under the footprint of the club/community Building has not been calculated and computed while fixing the super area or sale price of this unit and is under exclusive ownership of Company.

That the company has entered into an arrangement with the Mayar Health Resorts Ltd. (here in after referred to as 'MHRL'), a company engaged in the business of rendering state of the art wellness services under the brand name 'Amatrra' for a period of nine years, for the purpose of operation and management of the club house/community building facilities including the swimming pool, health, spa, gym/wellness centre, tennis and badminton court, table tennis etc. which shall be available to the Applicant(s)/intending allottee(s) on terms of membership, rules & regulations and the payment of monthly charges as determined by 'MHRL'/nominated operator & the company. The said charges shall be payable by the Applicant(s)/intending Allottee(s) to the 'MHRL'/nominated operator entirely and directly.

Further the Applicant(s)/intending allottee(s) of a non Amatrra unit (i.e. Premium Residences) shall pay a fixed fee of Rs. 1 Lac towards

the club house/community building lifetime membership, where as for the Amatra unit owners, the lifetime membership fee shall be Rs. 2.5 lacs. The said membership fee shall be payable along with the last installment upon receipt of occupancy certificate.

The basic facilities of the gym, Swimming Pool, Tennis and Badminton Court, Table Tennis and any other facilities will be common for both Amatra unit owners and non Amatra unit owners on the payment of monthly/annual charges and observance of house rules and regulations. However non Amatra unit owners shall be entitled to use the Specific Amatra facilities also on the payment of charges as may be prescribed from time to time. The aforesaid basic and Amatra facilities may also be made available to customers other than the unit owners of this project.

51. The ownership of club house/community building, spa, Gym/wellness centre, swimming pool, pool sides, tennis and badminton court, table tennis and other sports facilities, lobby, business centre, party lounge, Laundromats etc. and the rights in the land underneath shall continue to vest in the company as the same have not been included in the computation of super area while fixing the BSP of the unit. The Applicant(s)/intending allottee(s) shall be entitled to avail the services/facilities as per the rules and regulations of the company subject to the availability and on payment of the usage charges as decided by 'MHRL'/nominated operator and the company from time to time. The payment of monthly/annual fee/usage charges shall not confer any ownership rights for these facilities, title or interest of any kind on the Applicant(s)/intending allottee(s).

The club house/community building facilities including Spa, health club, swimming pool, tennis and badminton court, table tennis and other recreational facilities proposed to be developed by the company are not likely to be commissioned and started before 50% occupancy of the complex happens and shall be managed by MHRL/nominated operator. However no recurring charges shall be payable to MHRL/nominated operator till the start of aforesaid facilities. Partial facilities if made available to unit owners/residents may or may not be charged for at the sole discretion of the company and MHRL/nominated operator. It is clearly explained by the company and understood by the Applicant/intending Allottee that no interest is payable on membership fee which is a non-refundable onetime payment.

52. That the Applicant(s)/intending allottee(s) confirm that they have understood each and every clause/covenant of this Application Form and its/their legal implications thereon and have clearly understood his obligations and liabilities and the Company's obligations and limitations as set forth in this Application. That the Applicant(s)/intending allottee(s) shall keep the Company and their agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Company may suffer as a result of non-observance or non-performance of the covenants and conditions of this Application Form.
53. The stamp duty, registration fee/charges and other expenses to be incurred at the time of execution of the Conveyance Deed in pursuance to this Application Form and Agreement To Sell shall be borne by the Applicant(s)/intending allottee(s).
54. The Applicant(s)/intending allottee(s) can sell, assign, transfer, lease or part with possession of the unit but with prior intimation to the Company. In such an event, except in sale, it shall be the responsibility of the Applicant(s)/intending allottee(s) to continue to pay the charges including maintenance and electricity etc. pertaining to the Premises payable under this Agreement to the Company. The Applicant(s)/intending allottee(s) undertakes that he shall not divide / sub-divide the Premises, except the partitions, additions, and alterations as will be provided in the Agreement to Sell. It is further agreed by the Applicant(s)/intending allottee(s) that he shall make sure that in the event the Premises is transferred / sold or the Applicant(s)/intending allottee(s) gives temporary possession to any third party, such person shall from time to time, sign all applications, papers and documents and do all the acts, deeds, which the Company deems necessary for safeguarding the unit.
55. That the parties shall undertake to execute the Conveyance Deed within sixty (60) days from the date of intimation in writing by the Company to the Applicant(s)/intending allottee(s) about the receipt of the certificate for use and occupation of the said complex from the competent authority and after filing of the declaration deed, subject to the payment by the Applicant(s)/intending allottee(s) to the Company the Sale consideration and all other dues in terms of the payment plan.

In case of the Applicant(s)/intending allottee(s) who has opted for long term payment plan arrangement with any Financial Institutions / Banks, the conveyance of the Unit 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 and the Deed of Conveyance will be deposited with the financial institutions as per the terms and conditions as agreed between the parties..

56. It is agreed by and between the parties that Real Estate Regulation (Control) Bill is likely to be tabled in the Parliament of India /State Legislature Assemblies for passing of the same as an Act. If due to that Act or any other subsequent Act there is any change in the 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 the Agreement to Sell.
57. The terms and conditions of this Application Form and the Agreement to Sell shall not be changed or modified, except set forth in writing in a separate agreement duly signed by and between the parties. The terms and conditions and various provisions embodied in this Agreement shall be broadly incorporated in the Conveyance Deed or shall form part thereof. The Applicant(s)/intending allottee(s) further agrees that the MOU (supplementary agreement), if executed, between the Company and Applicant(s)/intending allottee(s), shall remain the integral part of the Agreement to Sell till the time Conveyance Deed is executed.

It is specifically made clear to the Applicant(s)/intending allottee(s) that this Application Form is specific and confined to the said unit in Raheja's Revanta and all land(s) falling outside the periphery/boundary of the said building are clearly outside the scope of this Application and the Applicant(s)/intending allottee(s) shall have no ownership rights, no rights of use, no title or no interest of any kind or manner whatsoever in any lands falling outside the periphery/boundary of the said building in which his unit is located along with the areas and buildings which have been computed and calculated towards determination of Super area..

58. The Applicant(s)/intending allottee(s) agrees that all defaults, breaches and/or non compliance of any of the terms and condition of this Application Form and the Agreement To Sell shall be deemed to be events of defaults liable for consequences stipulated therein including termination/cancellation of allotment and forfeiture of earnest money as per terms and conditions of this Agreement.
59. The Company shall endeavor to address and resolve all or any enquiries /complaints/disputes arising out of or relating to or concerning or touching the request/concerns/deficiency of service on part of any Company employees/Application/ Agreement to Sell/Conveyance Deed including the interpretation and validity of the terms thereof and the respective rights and obligations of the

parties within reasonable time of raising of /enquiry/concerns/dispute to the Head, Customer Care Department or its nominee. If the concerns are not properly addressed even up to 90 days and all efforts failing, the same shall be referred to arbitration. The said time period is to be contingent on the Applicant(s)/intending allottee(s)'s co-operation.

60. All or any disputes arising out of touching upon or relating to the terms of this Application/ Agreement to Sell/ Conveyance Deed including the interpretation and validity of the terms hereof and the respective rights and obligations of the parties, which cannot be amicably settled, 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 by a sole arbitrator who shall be appointed by mutual consent of the parties, If there is no consensus on appointment of the Arbitrator, the matter will be referred to the concerned court for the same. In case of any proceeding, reference etc. touching upon the arbitration subject including any award, the territorial jurisdiction of the courts shall be Gurgaon as well as of Punjab and Haryana High Court at Chandigarh.
61. That it is incumbent upon the Applicant(s)/intending allottee(s) to remain aware and make payment of installments as per the Agreement and payment plan signed and accepted between the parties. The Progress and construction status may generally be uploaded on the website i.e. www.rahejabuilders.com, Facebook and Youtube, company newsletter or sent by mail. Any additional demands, reminders, notices may normally be sent by emails on the email addresses furnished by the Applicant(s)/intending allottee(s) in the Application Form/Agreement.
62. The Applicant(s)/intending allottee(s) shall get registered his communication address and email address with the Company at the time of booking and it shall be the sole responsibility of the Applicant(s)/intending allottee(s) to inform the Company about all subsequent changes, if any, in his e-mail address/ postal address, by e-mail/ registered letter and also obtain a formal specific receipt of the same, failing which all communications/letters posted at the first registered e-mail address/ postal address will be deemed to have been received by the Applicant(s)/intending allottee(s) at the time, when those should ordinarily reach such address and he / she shall be responsible for any default in payment and other consequences that might occur there from. In all communications, the reference of the allotted Unit must be mentioned clearly.

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. All notices / letters to be served on the Applicant(s)/intending allottee(s) communication address as mentioned in Application Form and it shall be deemed to have been duly served, if sent to the Sole Applicant(s)/intending allottee(s) or to the first Allottee/Applicant (in case of more than one applicant), at the email address given by the Applicant(s)/intending allottee(s). 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. It is clearly mentioned that in case there are joint Applicant(s)/intending allottee(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)/intending allottee(s)/Applicants.

#### 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 of the Company with respect to the entire complex as licenced by DGTCP 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 the terms & conditions hereof, 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 the Agreement to sell, 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 Agreement to sell 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 Agreement to sell. 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, financial capabilities 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 unit applied for and provisionally and/ or finally allotted to me/us in any manner whatsoever.

I have made myself fully aware that my defaults can lead to imposition of interest, penalties and even lead to forfeiture of earnest money as may be imposed upon me leading to cancellation of allotment.

I undertake to abide by all the terms and conditions and payment plan as set out in this Application Form in letter and spirit. I have paid the earnest money and signed on this Application Form after fully understanding the legal implications of the terms and conditions of this Application.

For Raheja Developers Limited

Authorized Signatory

Applicant(s)/intending Allottee(s)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

# 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 REVANTA, Sector-78, Gurgaon, Haryana.

Dear Sir/Madam,

I/We thank you for receiving my application for provisionally registering my request for allotment of an unit admeasuring \_\_\_\_\_ Sq. Ft. (Approx) on \_\_\_\_\_ floor in "RAHEJA'S REVANTA". 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 any of the cheques 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 unit to anybody without any further intimation or 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 further intimation or claim or hindrance from my/our side.

Thanking You,

NAME:

(SIGNATURE)

ADDRESS: