

The **vedanta** Floors



“ Dawn of a new lifestyle
Just a step away from Delhi”

APPLICATION FORM



Artistic Impression

“The Vedaanta Floors are primarily a throwback to classic bungalow style living, with spacious well-appointed independent floors which are accessible by a common passenger elevator. What you get is an attractively packaged choice between a ground floor unit with spacious greens to soak in the sun and enjoy the swiftly flowing breeze ; or a first floor unit with spacious bedrooms ; or a second floor unit with extended balconies ideal for enjoying that special rain dance and memorable parties ; or even better a third floor unit with duplex residential space ideal for a large family with double height living areas and party areas which never seem to end.

Whatever is your choice, each floor here comes with unhindered views from all the living and master bedrooms without affecting your privacy.”

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/apartment in towers/ Independent Floors in Residential Group Housing Project "The Vedaanta Floors" in Raheja's Vedaanta situated in Sector-108, Gurgaon (hereinafter called the "Project"), Gurgaon, Haryana.

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

The earnest money for the purpose of this Application and the Agreement shall be calculated at 15% of the total sales consideration of the said apartment.

I/ We have read and clearly understood that this application does not constitute an Agreement to Sell and I/We do not become entitled to the provisional and/or final allotment of Residential apartment notwithstanding the fact that the Company may have issued a receipt in acknowledgement 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 Company's standard format thereby agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Company. 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 entertained at any stage 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 DTCP, Haryana and the sanctioning of building plans even if sanctioned may require alteration due to any ground, project or market conditions / execution needs, therefore areas offered under this application are tentative. If for any reason including non-sanction of the building plans or rejection of application by the screening committee, the Company is not in a position to finally allot a Residential apartment applied for within a period of one year from the date of this Application, It is agreed that the Company can refund the amount deposited by me/us with simple interest at the rate of 9 % per annum calculated for the period for which such amounts have been lying with the Company (interest to be calculated after 3 months; it being the processing period for the application) from the date of encashment of amount in company's bank account in complete discharge of its obligation.

I/We hereby acknowledge that the Company has provided all the information and clarifications as required by me/us and I/We am/are fully satisfied with the same and I /We have relied on my/our own judgement and investigation with respect to location, designs, specification, price, infrastructure, 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 Apartment. No representations or statements shall be considered to be part of this Application unless signed by me/us and the Company as additional terms and conditions/ supplementary agreement and terms & conditions of this Application are self contained and complete in itself.

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 application form complete in all respects otherwise application shall be liable for rejection and amount(s) paid by me/us upto the extent of earnest money shall be forfeited. The Company will be corresponding with me only on the mailed furnished by me, through E-mail only.

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

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

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

first name

middle name

last name

Son/ Wife /Daughter of Mr./Mrs.

first name

middle name

last name

Please affix
your self attested
photograph
here

Profession

Designation

Nationality

Company Name/ Firm Name

Residential Status: Resident Indian

Non - Resident Indian

Foreign National of Indian Origin

Residential Address

Pin Code

Office Address

Pin Code

Address for Communication Residential/ Office/ Others, Please Specify

Telephone No. Res

Off

Mobile

Fax

Date of Birth

D

D

M

M

Y

Y

Y

Y

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

D

D

M

M

Y

Y

Y

Y

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	<input type="text"/>	Installments	<input type="text"/>
4. Preference of Flat to be purchased:				
a) <u>Type of Unit</u>				
Type of Flat	Tentative Super Area (Approx. sq. ft.)*		Tick One	
<input type="text"/>	<input type="text"/>		<input type="text"/>	
<input type="text"/>	<input type="text"/>		<input type="text"/>	
<input type="text"/>	<input type="text"/>		<input type="text"/>	
b) Block/ Tower Name <input type="text"/>				
c) Floor <input type="text"/>		d) Flat No. <input type="text"/>		
5. Car Parking preferences _____				
6. Basic Sale Price(BSP):	@ Rs.	<input type="text"/>	per sq. ft.	Total Rs. <input type="text"/>
Preferred Location Charges (PLC)(if any):	@ Rs.	<input type="text"/>	per sq. ft.	Total Rs. <input type="text"/>
Car Parking Charges :	@ Rs.	<input type="text"/>	Total No <input type="text"/>	Total Rs. <input type="text"/>
Terrace/ Court Charges(if any):	@ Rs.	<input type="text"/>	per sq. ft.	Total Rs. <input type="text"/>
External Development Charges (EDC) and	@ Rs.	<input type="text"/>	per sq. ft.	Total Rs. <input type="text"/>
Infrastructural Development charges (IDC)				
Interest Free Maintenance Security(IFMS):	@ Rs.	<input type="text"/>	per sq. ft.	Total Rs. <input type="text"/>
Club Membership fees	@ Rs.	<input type="text"/>		Total Rs. <input type="text"/>
Other Charges* (if any):	@ Rs.	<input type="text"/>	per sq. ft.	Total Rs. <input type="text"/>
Total cost of the apartment	Rs.	<input type="text"/>		

- This application form comprises of 20 pages all of which should be read and understood and duly signed by the applicant in token of acceptance of the same.

7. Environment Commitment

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

8. Declaration:

I/ We the undersigned applicant (Sole/ First and Second Applicant), do hereby declare that 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 agree to abide by the terms and conditions of this Application including those relating to payment of total sale consideration and other charges, forfeiture of earnest money as laid down herein and the execution of the Agreement on the Company's standard format. I/We declare that in case of non-allotment of the flat, my/ our claim shall be limited only to the extent of amount deposited by me/us with this application form.

Signature(s): 1. _____ 2. _____
(Sole/ First Applicant) (Second Applicant)

Place: _____ Date: _____

I have booked my flat directly/through sales organiser _____

Signature(s) of Customer.

Notes:

1. All Drafts/ Cheques (except for EDC & IDC amount) are to be made in favour of "RAHEJA DEVELOPERS LIMITED", PAYABLE at Delhi/ New Delhi.
2. All Drafts/ Cheques for EDC & IDC amount are to be made in favour of "RAHEJA DEVELOPERS LIMITED A/c EDC", Payable at Delhi/ New Delhi. The Drafts/ Cheques are accepted subject to realization.

For Office Use Only

1. Name, Designation and Signature of the receiving officer.....
2. Amount Received: Receipt no.....
3. Booking : Direct/ Sales Organiser
4. Name of Sales Organiser
5. KYC done by
6. Application Accepted / Rejected (Along with reason of rejection)
7. Date of Acceptance/ Rejection.....
8. Flat No. Allotted.....
9. Name, Designation and Signature of the officer approving the flat no.....
10. Remarks, if any

For Raheja Developers Ltd.

Authorised Signatory

Checklist for receiving officer

Tick please

1. Booking amount cheques/ DD.
2. Customer's Signature on all pages of the application form and payment plan.
3. Copy PAN Card/ Form 60/ Undertaking.
4. Address Proof and photographs.
5. Self attested photographs.
6. For Companies: Certified copies of MOA & AOA and Certified true copy of the Board Resolution.
7. For Foreign Nationals of Indian origin: Passport photocopy/ Funds from NRE/ FCNRA/c.
8. For NRI: Passport photocopy & Payment through NRE/ NRO A/c.
9. Authorization/ POA duly attested where a person is signing the application Form on someone's behalf.
10. For Partnership Firm: Partnership deed and authorization to purchase.
11. Email ID and Mobile no. of the applicant(s).

TERMS AND CONDITIONS FOR ALLOTMENT OF A RESIDENTIAL APARTMENT IN INDEPENDENT FLOORS AT THE VEDAANTA FLOORS IN RAHEJA'S VEDAANTA, GURGAON, HARYANA

The terms and conditions given below will be more comprehensively set out in the Agreement which upon execution shall supersede the terms and conditions set out in this application:

1. The Applicant(s)/ intending allottee(s) has applied for allotment of an apartment in project 'The Vedaanta Floors' in Raheja's Vedaanta, being developed in Sector-108, 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 DTCP Haryana. This application is a mere request by the Applicant(s)/ intending allottee(s) for the allotment of an apartment in the Project and the Company reserves the right to accept or refuse the request for allotment of apartment for whatever reasons and/or criteria. That the Company has laid down criteria and eligibility norms for allotment of apartments and the application will be screened by the screening committee appointed for this purpose with a view to benefit the actual end users and that the decision of the screening committee towards acceptance/ rejection of the application and allocation of apartment number will be final and the Applicant(s) /intending allottee (s) shall have no objection to the allotment procedure and norms fixed up by the screening committee and shall not raise any objection in case his application is not considered for allotment of apartment due to any reason whatsoever notwithstanding the fact that Applicant(s)/intending allottee(s) might have tendered earnest money in full. 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 apartment 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 apartment/ project thereafter. If this application of the Applicant(s)/intending allottee(s) is accepted, the intimation of the Allotment shall be issued subject to acceptance of the Terms & Conditions. That the Applicant(s)/intending allottee(s) shall comply with all the legal requirements as required for the purchase of immovable property, as and when applicable. The Applicant(s)/intending allottee(s) has specifically agreed with the Company that the allotment of the apartment shall be subject to strict compliance of Code of Conduct and House Rules that may be determined by the Company for occupation and use of the apartment and such other conditions as per the applicable laws of India.
2. That the Applicant(s)/intending allottee(s), including residents of outside India or having (Non Indian) NRI status, shall solely be responsible for complying with the provisions of Foreign Exchange Management Act (FEMA), 1999 as amended up to date, rules and regulations of the Reserve Bank of India (RBI) Act and all other applicable laws including that of legitimacy of investment, money laundering, remittance of payments, acquisition/ sale, transfer of the said apartment and shall provide the Company with such permissions, approvals which would enable the Company to fulfil its obligations under this Application or Agreement. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/the Company, the amount paid towards booking and further consideration will be frozen and returned by the Company as per rules and Govt. direction without interest in accordance with the provisions of FEMA or any other statutory enactments or amendments thereof or any other applicable laws. For the allotment so cancelled the Company will not be liable in any manner what so ever. The Applicant(s)/intending allottee(s) undertakes and agrees that in the event of any failure on his/her part to comply with the prevailing exchange control guidelines issued by the RBI; he/she alone shall be liable for any action including under the FEMA, 1999 as amended from time to time. The Applicant(s)/intending allottee(s) shall keep the Company fully indemnified and harmless in this regard and the Company accepts no responsibility in this regard.
3. The Applicant(s)/intending allottee(s) has fully satisfied himself/herself about the right, location, title and interest of the Company in the land on which the said apartments are to be constructed and understands all limitations and obligations of the Company in respect of it and there will be no further investigation or objection by the Applicant(s)/intending allottee(s) in this regard from the Company. The said project falls within the new Master Plan of Gurgaon and the site of the project may not have the infrastructure in place as on the date of booking or at the time of handing over of possession as the same is to be provided by the Government /nominated government agency. Since this is beyond the control of company, therefore, the intending allottee(s) shall not claim any compensation for delay/ non-provision of infrastructure facilities and/or consequent delay in handing over the possession of the applied apartment(s) in the project.
It is hereby clarified that the said project is a part of the compound of upmarket Raheja's Vedaanta, which is already booked and is under construction. Therefore many of the facilities being developed for Raheja's Vedaanta such as roads, pathways, club, swimming pool(s), spa, sport facilities, power backup, whether promised now or installed/upgraded in future, may be shared. The Applicant(s) /Intending allottee(s) has been explained and has understood this and has fully accorded his consent for the same. These facilities are retained and owned by the Company. Maintenance charges will be taken for the same and these facilities shall be maintained by the society. These facilities are only for usage against payment of charges as decided by the Company from time to time.
4. The Company doesn't permit multiple bookings by a person/Company/ Firm/ Association of persons in any of its projects. It is made clear to 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.
5. The Applicant(s)/intending allottee(s) has examined and accepted the plans, designs, specifications of the Apartment which are tentative and has fully understood that plans to be approved by Director Town & Country Planning, Haryana(DTCP) are subject to height clearance from Airport Authority of India(AAI) and the Company shall have the right 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, architectural or statutory requirements, market demands, or for any other reason whatsoever.

However, if there is any increase / decrease in the areas, the revised price will be applicable at the original rate at which the Apartment was booked by the Applicant(s)/intending allottee(s). 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 Apartment any time prior to and upon the grant of occupation certificate, the Company shall intimate to the Applicant(s)/intending allottee(s) in writing the changes thereof and the resultant changes, if any, in the price of the Apartment to be paid by him 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 given by the Applicant(s)/intending allottee(s) for all alterations/ modifications. If the Applicant(s)/intending allottee(s) within thirty (30) days of intimation communicates 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 @ 9% per annum. The Applicant(s)/intending allottee(s) agrees that in case of any increase or reduction in the super area of the Apartment additional amount payable or refundable (without any interest) shall be at the rate per sq. ft. as mentioned in application form. In case, there is 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 in 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, 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 Apartment and shall willingly pay for the additional facilities, specifications or improvement provided that improvement cost is less than 5% of total cost of Apartment.

The Company can also effect changes in the original design including but not limited to elevation / Apartment plans/ floor plans/Layout plans / reduction or addition of storeys (including shifting of allotted Apartment 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 if there is no substantial change in the Super area of the re-allotted Apartment. The Company in its sole discretion may give option to the Applicant(s)/intending allottee(s) to 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/she seeks cancellation of Allotment on the above noted ground the Company shall have the right to forfeit the earnest money together with any interest due or payable along with other amounts of non-refundable nature including brokerage if any, paid by the Company to the broker.

6. 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 Apartment is exclusive of reserved Car and Two wheeler parking space(s) allotted to him for his exclusive use. 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 Apartment and cannot be separated from the Apartment. The Applicant(s)/intending allottee(s) shall have no right to sell / deal with the Car and Two wheeler parking space(s) independent of the Apartment. All clauses of this Application, 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 Apartment for the purpose of the declaration which may be filed by the Company under Haryana Apartment Ownership Act, 1983.
7. There will be Preferential Location Charges (PLC) in case any location is preferred by the Applicant(s)/intending allottee(s) for the Apartment in the said Project and the same shall be payable by the Applicant(s)/intending allottee(s), as per the demand of the Company in a manner and within the time as stated in the payment plan. However, the Applicant(s)/intending allottee(s) has specifically agreed that if due to any change in the layout/ building plan or non- availability due to any reason, the said Apartment ceases to be preferentially located, the Company shall be liable to refund only the amount of PLC paid by the Applicant(s)/intending allottee(s) and such refund shall be adjusted in the last installment as stated in the payment plan. On the other hand, if his Apartment in the Project becomes preferentially located due to the aforesaid changes in the layout/ building plan, then the Applicant(s)/intending allottee(s) shall be liable and agrees to pay as demanded by the Company additional PLC as stated in the payment plan. The said Preferential location charges are decided by the Company at its sole discretion and manner and the Applicant(s)/intending allottee(s) before booking a particular Apartment must fully satisfy himself/ herself about the rationality and extent of levying of such preferential charge(s). The payment of booking amount against a particular Apartment will constitute consent for acceptance of such PLC its method of levying and rationale of area and facility inviting PLC.
8. 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)s and broadly calculated on the basis of the present rate fixed by the Haryana

Government and shall always be treated as total sale price demanded for the Apartment and if amount deposited falls short of total collection including interest, the same is non-refundable / adjustable. However in case of any increase in these charges in future due to any reason whatsoever, by whatever name called or in whatever form and with all such conditions imposed by the Haryana Government/ competent authority (ies), the same shall be paid by the Applicant(s)/intending allottee(s), as and when demanded by the Company. 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 same shall be treated as non-payment of charges as per the Application/ Agreement to Sell and the Company shall be entitled to cancel the booking and forfeit the Earnest Money along with interest on delayed payments and brokerage paid, if any. If the EDC and IDC is levied (including with retrospective effect) after the Conveyance Deed has been executed then the same shall be treated as unpaid sale price of the said Apartment and the Company shall have first charge and lien over the said Apartment till such unpaid charges are paid by the Applicant (s)/ intending Applicant(s)/intending allottee(s) including interest if any. However, In case of decrease of EDC and IDC charges the adjustment of the same shall be done at the time of payment of last instalment.

9. The Applicant (s)/ intending allottee(s) understands that in addition to total price, the Applicant(s)/intending allottee(s) shall be liable to pay Service Tax as provided in the payment plan as per the rates applicable and revised from time to time. However, the Company shall not be liable to refund the service tax already deposited to the government, if at any stage government revokes/ withdraws/ reduces the Service tax; till such time the same is actually received back in the account of the Company.
10. 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 of the Company by the Bank and the Bank Charges for the outstation clearing will be charged from the Applicant(s)/intending allottee(s). If any cheque submitted by the Applicant(s)/intending allottee(s) gets dishonoured 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 dishonouring 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 dishonoured cheque. It is further agreed by the Applicant(s)/intending allottee(s) that this application form shall be processed only after cheques tendered by the applicant along-with this application form are fully encashed.

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 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.

11. The Applicant(s)/intending allottee(s) may obtain finance from any financial institution/bank or any other source for purchase of the Apartment. The Applicant(s)/intending allottee(s)'s obligation to purchase the Apartment pursuant to this Application and Agreement to sell 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 Application and Agreement to sell whether or not the Applicant(s)/intending allottee(s) has been able to obtain financing for the purchase of the said Apartment. 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 Application and the 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.
12. The Applicant(s)/intending allottee(s) agrees that out of the amount(s) paid/payable by him/her towards the sale price, the 15% of the total sales consideration shall form the Earnest Money to ensure fulfilment by the Applicant of the terms and conditions, as contained herein and in the Agreement to sell. Timely payments is the essence of the terms and conditions of this application & Agreement to sell and with respect to the Applicant's obligations to pay the Sale Price as provided in the payment plan along with other payments such as, applicable stamp duty, registration fee and other charges on or before the due date or as and when demanded by the Company, as the case may be and also to perform or observe all the other obligations of the Applicant under the terms and conditions of this application form and Agreement to sell. It is clearly agreed and understood by the Applicant/intending allottee(s) that it shall not be obligatory on the part of the Company to send demand notices/reminders regarding the payments to be made by the Applicant/intending allottee(s) as per the Payment Plan or obligations to be performed by the Applicant/intending allottee(s) under these terms and conditions or Agreement to sell. Any further document signed by the Applicant(s)/intending allottee(s) with the Company shall have to be complied will reminders. The Applicant(s)/intending allottee(s) hereby also covenants to observe and perform all the terms and conditions of booking, Agreement to sell and Conveyance Deed, to keep the Company and its agents and representatives, estates and effects indemnified and harmless against the said payments and observance and performance of the said terms and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance, or non-performance of the said terms and conditions by the Applicant(s)/intending allottee(s).

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

However, if the payment is not received within 90 days from the due date or in the event of non 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).

However, it is agreed between the parties that from all the instalments paid, the Company shall adjust the amount due from the Applicant(s)/intending allottee(s) first towards the interest due, if any, and then towards the consideration.

13. That the prices of apartment(s) are free of escalation to the extent of increase in prices of inputs by 10% and the same would be absorbed by the Company but in case the prices of inputs increases higher than 10%, the same shall be added to the cost of the apartment(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 customer. 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) has been explained and understood that depending upon the occupancy and in pursuit for excellence & in tune with the global trends at any time in future before or after handing over the possession of the apartment(s) to the allottee, the company shall have sole discretion to convert non centrally air-conditioned buildings in the project to Centrally air conditioned building(s) or to implement upgradation of any other specifications , provided over 50% of the allottees have confirmed their willingness for the same. The Applicant(s)/intending allottee agrees to share the proportionate expenses/ cost for converting building(s) into central air conditioned building , 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.
15. The Applicant(s)/intending allottee(s) shall before taking possession of the Apartment in any manner must clear all the dues towards the allotted Apartment and have the Conveyance Deed for the said Apartment executed in his favour after paying Registration fee / charges, stamp duty and other charges / expenses. The Applicant(s)/intending allottee(s) shall pay, as and when demanded by the Company, the Stamp duty, Registration charges and all other incidental and legal expenses for execution and registration of Conveyance Deed of the Apartment in favour of the Applicant(s)/intending allottee(s) which shall be executed and got registered after receipt of the total Sales 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 Apartment and Parking space(s) allotted to him / her. In case the Applicant(s)/intending allottee(s) fails to deposit the Stamp duty, Registration charges and all other 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 Sales Consideration so caused together with interest @ 18% per annum for period of delay in depositing the Sales 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 upon realization of money from resale / allotment to any other party.

In addition the applicant(s)/intending allottee(s) also agrees that

- a) If there is any additional levy, which becomes due after the date of the present agreement, rate 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 the pro-rata basis.
- b) 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 Apartment or land appurtenant thereto as the case may be shall be payable proportionately by the

Applicant(s)/intending allottee(s) from the date of booking as per demand raised by the Company. 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 unpaid sales consideration of the Apartment and the Company shall have lien on the allotted Apartment of the Applicant(s)/intending allottee(s) for the recovery of such charges. The determination of the share and demand by the Company shall be final and binding on the Applicant till the said Apartment is assessed separately and he shall be bound to make such payment within 30(thirty) days of such intimation.

c) All costs, charges and expenses payable on or in respect of the Agreement to Sell and on all other expenses incurred in execution of instruments and deeds in pursuant 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 the Applicant(s)/intending allottee(s) has paid the entire Sales consideration and other agreed amounts.

16. The Applicant(s)/intending allottee(s) agrees that he shall pay the price of the Apartment 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 & conveyance deed

a) 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 Apartment does not include any element of recovery or payment towards 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 it has calculated the sale price of apartment under agreement by excluding these owned assets. The Company has retained these areas for its own ownership and commercial benefits and future exploitations. If Association of Apartment owners wants or demands or government or any court, at any stage directs the Company to pass on the land, assets, facilities or areas beyond the footprint of the Complex on which the Apartment(s) area is situated/built due to any reason whatsoever and the land or any facilities 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.

b) 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.

c) 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 as 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, 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 incurred thereon on a pro rata basis along-with other Applicant(s)/intending allottee(s)s, as determined by the Company in its absolute discretion. The said amount shall be payable as and when demanded by the Company.

d) Although EDC & IDC is being paid to HUDA Government, but in case any charges are levied by HUDA / Government without justification 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.

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, Sewerage Treatment Plant to make the complex functional, such extra investments shall be recoverable from Applicant(s)/intending allottee(s) on pro-rata basis. The amount calculated by the Company's architect / Chartered Accountant shall be final and binding on the Applicant(s)/intending allottee(s).

e) In addition to the total price, the Applicant(s)/intending allottee(s)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. The allotment of Apartment is entirely at the discretion of the Company and the Company reserves its right to cancel the allotment anytime before execution of conveyance deed and refund the payment along with interest calculated @9% per annum without assigning any reason thereof.
18. That the Company has made it specifically clear to the Applicant(s)/intending allottee(s) and after having satisfied himself/herself, the Applicant(s) /intending allottee(s) has understood that company will be doing construction in phases. The Applicant(s)/intending allottee(s) acknowledges and agrees that the Company shall have the right to make additions, raise storeys or put up additional structures as may be permitted by the competent authorities and such additional structures and storeys shall be the sole property of the Company who shall be entitled to dispose of the same in any way it chooses without any interference by the Applicant(s)/intending allottee(s) by himself or with one or more of the rest of apartment owners notwithstanding the fact that the interest in the footprint and common areas and facilities may have varied/changed. The Company shall be entitled to connect the electric, water, sanitary and drainage fittings of the additional structures/storeys with the existing electric, water, sanitary and drainage sources but at its own cost. The Applicant(s)/intending allottee(s) hereby gives consent to the same and agrees that the Applicant(s)/intending allottee(s) shall not have a right to raise any objection and claim any compensation or withhold the payment of maintenance and other charges on the above said ground. The Applicant(s)/intending Allottee(s) acknowledges that the Company shall be carrying out development /construction activities now and for many years in future in the entire area falling outside the footprint of the said building and the Applicant(s)/intending allottee(s) shall not raise any objection or make any claim on account of inconvenience which may be suffered by the Applicant(s)/intending allottee(s) due to such developmental/construction or its 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 shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party 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 in its sole discretion.

The Applicant(s)/intending allottee(s) acknowledges that the Applicant(s)/ intending allottee (s) 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 apartments within the said building, said complex and the Applicant(s)/intending allottee(s) agrees not to raise any objection or make any claims on this account.

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

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

It is further understood by the Applicant(s)/intending allottee(s) that the calculation of super area of the apartment can be referred and specifically cross checked in our office before the Agreement to sell and upon execution of the said Agreement to sell, the method of definition of super area stated therein shall become binding on both the parties and shall be filed in declaration deed under Haryana Apartment Ownership Act 1983. The commercial and institutional space(s) within the complex are not part of the super area and are retained by the Company. Similarly company is retaining certain other assets and properties for its own use & may be cross checked and satisfied before agreement to sell is executed.

19. It is clearly explained by the Company and understood by the Applicant(s)/intending allottee(s) that all the equipments and machineries, including transformers, H.T. lines, club facilities, Power backup generators, lifts pumps etc. etc. shall remain under the ownership of the Company and Applicant(s)/intending allottee(s) shall be entitled for availing facilities against payment of usage charge only, which will be decided by the Company from time to time and the same will be paid/reimbursed by the maintenance agency/ Association of Owners/ Occupants as recurring charges, depreciation, insurance, consumables, supervision salaries etc. etc. and are payable as recurring expenses even if the same gets handed over to the maintenance agency/Association of Owners for day to day running.
20. 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 Apartment is located including generating but not limited to power through generators, turbines, solar, wind or any other future technology by using the surface area or roof tops of the 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 Apartment owners. It is further agreed by the Applicant(s)/intending allottee(s) that the Company or its subsidiaries/ affiliates shall have sole right to select the site, capacity and

type of power generating and supply equipment/ plant as may be considered necessary by the Company or its subsidiaries/affiliates in their sole discretion from time to time. It is also understood that the said equipment/plant may be located anywhere in or around 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, failing which the same shall be treated as unpaid portion of the total price payable by the Applicant(s)/intending allottee(s) for the said Premises. Further the Applicant(s)/intending allottee(s) agrees that the Company shall be entitled in terms of the Tripartite 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 Operation/ 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.

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 Company/the Maintenance Agency shall have the right to disconnect such supply of electricity without any notice.

21. The Applicant(s)/intending allottee(s) acknowledges and agrees that the Company alone shall have the right to sell/ give on lease or hire any part of the top roof/terraces above the top floor, unless otherwise reserved specifically and calculated towards computation of super area , in the said building for installation and operation of antenna, satellite dishes, communication tower, other communication equipment or to use/hire/ lease the same for advertisement purposes and the Applicant(s)/intending allottee(s) agrees that he shall not have the right to object to the same and make any claims on this account.
22. That the Company proposes to develop a recreational club with or without a pool, gym and health club in the Complex subject to the permission/ sanctions from the statutory bodies for the purpose of social activities and the Applicant(s)/intending allottee(s) agrees to avail membership of this club. This club may be developed simultaneous to or after development of the said apartment/building and for the membership of the club the Applicant(s)/intending allottee(s) agrees to pay the Club Membership Registration Charges and shall pay all such other charges as may be stipulated by the Company from time to time. It is also clarified that the membership to the club will be available to the Applicant(s)/intending allottee(s) and his dependents however outsiders will be allowed entry to the club only with prior permission of the Company/ maintenance agency and the facilities will be used on such terms and conditions as may be stipulated by the Company/ Maintenance Agency from time to time.
 - a) That the Company also proposes to develop a Lobby/ Business Center/Clubhouse in the Complex of _____ subject to the permission/ sanctions from the statutory bodies for the purpose of facility or social activities subject to payment of appropriate charges as fixed by Company/ Maintenance Agency at its sole discretion. These facilities may be developed simultaneous to or after development of said Apartment/building.
 - b) The Club and/ or Business Centre, lawns, pool, pool sides, play courts and all other open areas and facilities proposed to be developed by the Company are not likely to be commissioned and started before 50% occupancy of the complex happens actually and shall be managed by the Company or its nominee(s). The ownership of the Club/business center , lawns, pool, pool sides & courts its equipments, building, furniture, laundro mats etc and rights in the land underneath shall continue to vest in the Company for all purposes. The Applicant(s)/intending allottee(s) shall be entitled to avail the facilities/ services provided by the Club and Multi-purpose Hall/ Business Center, lawns, pool & courts etc as per the rules and regulations subject to the availability and on payment of such charges to the Company as may be fixed by the Company from time to time. The Applicant(s)/intending allottee(s) acknowledges and confirms that he shall have no right , title or interest in the ownership of the above said club and its ancillary facilities, its membership, operation and running of the club/Business Centre. The Applicant(s)/intending allottee(s) shall not raise any objection to any activities of the club including lighting arrangements, parties, get togethers, tournaments and any other activities of the club which may be carried out at the sole discretion of the Company/management of the club/ facilities. It is further agreed by the Applicant(s)/intending allottee(s) that the areas earmarked for the club and its ancillary facilities shall not form part of this transaction and the Applicant(s)/intending allottee(s) shall have to pay separate deposits/charges for securing admission to the club and other ancillary facilities, the acceptance or rejection of which shall be at the sole discretion of the Company/ club management and the Applicant(s)/intending Allottee(s) shall have no right to raise any objection of whatsoever nature at any time during the Applicant(s)/intending allottee(s)'s occupation of the apartment.
23. It is made clear by the Company and specifically understood by the Applicant(s)/intending allottee(s) that the Company may in its sole discretion and for the purpose of complying with the provisions of Haryana Apartment Ownership Act, 1983 or any other applicable laws substitute the method of calculating the proportionate share in the ownership of the land beneath the footprint of the said building and / or common areas and facilities as may be described by the Company in its sole discretion in any declaration, by calculating the same in the ratio of his / her Apartment'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.
24. The Applicant(s)/intending allottee(s) of the Apartment 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.
 - a) The Applicant(s)/intending Allottee(s) undertakes to join society / association of the Apartment owners and to pay fees, charges

thereof and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose. The Applicant(s)/intending allottee(s) upon completion of the said Complex and before taking the possession of the Premises shall enter into Tripartite Maintenance Agreement on the Company's standard format with the Company or any association / body / condominium of Apartment 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 Apartment in the said complex, and in case the Applicant(s)/intending allottee(s) takes the possession without signing the Maintenance Agreement mentioned above, the Applicant(s)/intending allottee(s) must sign the said Agreement within 15 days thereof otherwise the Applicant(s)/intending allottee(s) shall be treated as illegal occupant and the allotment will be cancelled. The Applicant(s)/intending allottee(s) undertakes to pay the maintenance bills as raised by the Maintenance Agency from the date of the certificate for occupation and use granted by the competent authority on pro-rata basis irrespective of whether the Applicant(s)/intending allottee(s) is in occupation of the Apartment or not and construction work is still in progress in adjacent apartments / tower/ Complex and infrastructure facilities are not yet fully completed. Further, the Applicant(s)/intending allottee(s) shall not make any claim(s) pertaining to division of maintenance charges on pro-rata basis in relation to other sections of the property/project not having received the Occupation Certificate. In order to secure due performance by the Applicant(s)/intending allottee(s) in prompt payment of the maintenance bills and other charges raised by the Maintenance Agency, the Applicant(s)/intending allottee(s) agrees to deposit, as per the schedule of payment and to always keep deposited with the Company or the Maintenance Agency, nominated by the Company, an Interest Free Maintenance Security (IFMS) at the rate of Rs. 100/- per sq. ft. of the super area of the Apartment.

- b) In case of failure of the Applicant(s)/intending allottee(s) to pay the maintenance bill or other charges on or before the due date, the Applicant(s)/intending allottee(s) in addition to permitting the Company / Maintenance Agency to deny him / her to use such services being maintained also authorizes the Company / Maintenance Agency to adjust the IFMS against such defaults in the payments of maintenance bills. If due to such adjustments, the IFMS falls below the agreed sum of Rs. 100/- per sq. ft. of the super area of the said Apartment, then the Applicant(s)/intending allottee(s) hereby undertakes to make good the resultant shortfall within fifteen (15) days of demand by the Company / Maintenance Agency. Further, the Company reserves its right to increase IFMS from time to time in keeping with the increase in the cost of maintenance services and the Applicant(s)/intending allottee(s) agrees to pay such increases within fifteen (15) days of demand by the Company. If the Applicant(s)/intending allottee(s) fails to pay such increases in the IFMS or to make good the shortfall as aforesaid on or before its due date, then the Applicant(s)/intending allottee(s) authorizes the Company to recover the amount with an interest @ 24% p.a. or at its sole discretion to treat the allotment as cancelled without any notice to the Applicant(s)/intending allottee(s) and to recover the shortfall from the sale proceeds of the said Apartment and to refund to the Applicant(s)/intending allottee(s) only the balance of the amount realized from such sale after deducting there from the entire earnest money, brokerage/ commission paid, interest on delayed payments, any interest paid, due or payable and all other dues as set out in the payment plan. It is made specifically clear and it is so agreed by and between the parties hereto that this condition relating to IFMS as stipulated in this clause shall survive irrespective of the conveyance of title in favour of the Applicant(s)/intending allottee(s) and the Company shall have first charge / lien on the said Apartment in respect of any such non-payment of shortfall / increase, as the case may be.
- c) Also the Company / Maintenance Agency shall at its sole discretion have the right to refund/offer to refund at their sole option the IFMS (Interest Free Maintenance Security) after adjusting there from any outstanding maintenance bills and / or other outgoings of the Applicant(s)/intending allottee(s) at any time including upon execution of the Conveyance Deed and thereupon the Company shall stand completely absolved / discharged of all its obligations and responsibilities concerning the IFMS including but not limited to issues of repayment, refund and/or claims, if any of the Applicant(s)/intending allottee(s) on account of the same. In the alternative the Company shall have the sole right to transfer the IFMS of the Applicant(s)/intending allottee(s) to the Maintenance Agency/ Association of Apartment owners as the Company may deem fit after adjusting there from any outstanding maintenance bills 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. It is hereby specifically agreed by the Applicant(s)/intending Allottee(s) that such transfer of IFMS shall not be linked in any manner whatsoever to the implementation of the Haryana Apartment Ownership Act, 1983 by the Company for the said Complex. Further the Applicant(s)/intending allottee(s) agrees that the Maintenance Agency, upon transfer of the IFMS or in case of fresh IFMS is sought from the Applicant(s)/intending allottee(s) as stipulated hereinabove, shall have the sole right to modify / revise all or any of the terms of the IFMS, Tripartite Maintenance Agreement, including but not limited to the amount / rate of IFMS, etc. 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 Apartments/Premises to the total super area of all the Apartments/ Premises in the said Building, as the case may be). The Company or the Operation/Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc including its timings or cost thereof.
- d) The Company reserves its rights to terminate the allotment and forfeit the Earnest Money on account of non- execution of the Maintenance Agreement along with outstanding interest, if any. That the Applicant(s)/intending allottee(s) shall join the Association of owners as shall be formed and registered with the concerned authority on behalf of the Owners of Apartments in the said building/complex and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Company for the purpose. There shall be only one Association of owners as is formed as per Harayana Apartment Ownership Act and Declaration filed thereunder. If a parallel group / Associaion is formed which starts defaming and interfering to day to day transaction of the maintenance agency and/or Association of apartment owners, the same shall be treated as unsolicited and detrimental interference and shall invite disconnection of services and right to entrance of apartment leading to cancellation of allotment of such occupancies / owners. For any redressal of grievances, house rules will be

followed and decency and decorum will be maintained. The concerns and grievances have to be addressed to the Managing Committee of Authorised Association of owners.

- e) The maintenance and other charges will be paid for each calendar month of the year in advance before the 7th of each month /quarter. Payment will be made to the Company/ Maintenance Agency and in case of failure to make payment before the 7th of each month /quarter to which they relate, the Applicant(s)/intending allottee(s) or any one claiming under him shall cease to have the right to use of any passage to the Apartment and enjoyment of common facilities.

The Applicant(s)/intending allottee(s) agrees and understands that the right of entrance to the apartment shall be subject to the payment of the maintenance charges and performance of all the covenants of these presents or as may be imposed by the Company or the Maintenance Agency appointed by the Company from time to time and the company on its sole discretion can disconnect any or all the services & connections if maintenance and / or consumption / usage charges are not forthcoming.

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 Apartment Owners/any other body in the Complex, in which the Apartment is located.

25. The Apartment applied for along with the building in which the Apartment has been applied for shall be subject to the provisions of Haryana Apartment Ownership Act, 1983 or any statutory enactment or modifications thereof. The common areas and facilities and the undivided interest of each Apartment owner in the common areas and facilities as specified by the Company in the declaration, which may be filed by the Company in compliance of Haryana Apartment Ownership Act, 1983 shall be conclusive and binding upon the Apartment owners and the Applicant(s)/intending allottee(s) agrees and confirms that his / her right, title, interest in the said Apartment / Building shall be limited to and governed by what is specified by the Company in the said declaration. In this regard, it is made clear by the Company and fully understood by the Applicant(s)/intending allottee(s) that the declaration to be filed in compliance of Haryana Apartment Ownership Act, 1983 in no manner shall confer any right, title or interest in any lands, facilities, amenities and buildings outside the land except beneath the footprint of the said Building in which the said Apartment is located. Mere mentioning the name of Applicant(s)/intending allottee(s) with apartment number in the said declaration will not constitute any right which will commence only subject to fulfillment of terms and conditions even after the conveyance deed has been executed by the Company.
26. The Applicant(s)/intending allottee(s) understands and agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Government or any other Authority or if competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Apartment/said building or if any matter, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or due to force majeure conditions, the Company, after provisional and/or final allotment, is unable to deliver the said apartment and/or allotted parking space(s) to the Applicant(s) for his/her occupation and use, the Applicant(s) agrees that the company if it decides in its sole discretion to refund then it shall be liable only to refund the amounts received from him/her without any interest or compensation whatsoever.
27. That the Company endeavors to give possession of the Apartment to the Applicant(s)/intending allottee(s) within thirty six (36) months from the date of the execution of the Agreement 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 frame mentioned above. The Company on obtaining certificate for occupation and use by the Competent Authorities shall hand over the Apartment to the Applicant(s)/intending allottee(s) for his / her occupation and use and subject to the Applicant(s)/intending allottee(s) having complied with all the terms and conditions of the Agreement to sell. In the event of his / her failure to take over and/ or occupy and use the Apartment 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 / Apartment within thirty six (36) months plus aforesaid grace period of six (6) months from the date of execution of the Agreement 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. The adjustment of compensation shall be done at the time of conveying of the Apartment and not earlier. The said compensation shall be a distinct charge in addition to maintenance charges and not related to any other charges as provided in this Agreement. If there is any delay in payments / remittances by the Applicant(s)/intending Allottee(s) or in order to comply with any specific request of the Applicant(s)/intending Allottee(s) such as providing any modification or additional fitments in his / her Apartment, then the above said period of thirty six (36) months plus grace period of six (6) months 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. Date of application to Government for grant of Occupancy Certificate will be reckoned as completion of construction.
- It is understood and agreed between the parties that this compensation has been agreed with a clear understanding that appreciation of the price of apartment is taken fully by the Applicant(s)/intending Allottee(s) thus already compensating for his interest and cost of rent outflow fully understanding that the money already paid by him would have been interested in the project and not giving any income generation to developers as such.
28. It is reiterated and made clear explicitly that the said project falls within the new Master Plan of Gurgaon / Dharuhera / Bawal / Delhi / as the case may be 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/ non-provision of infrastructure facilities and /or consequent delay in handing over the possession of the apartment(s) in the project.
29. 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 delay on account of non availability of steel and/or cement or other building materials or water supply or electric power or slow down, strike, lock out or due to any dispute with the construction agency employed by the Company, 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 and delay in grant of completion / occupation certificate by the Government and / or any other public or competent authority or if there is a reasonable cause for non delivery of timely possession beyond the control of the Company and in any of the aforesaid events, the Company shall be

entitled to a reasonable extension of time for delivery of possession of the said Apartment, depending upon the contingency /prevailing circumstances at that time. The Company as a result of such a contingency arising thereto reserves, its right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of the Company so warrant the Company may suspend the project for such period as it may consider expedient and no compensation of any nature whatsoever shall be claimed by the Applicant(s)/intending Allottee(s) for the period of suspension of project.

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

30. The Company may its sole discretion and subject to applicable laws and notifications or any Government directions as may be in force, permit the Applicant(s)/intending allottee(s) to get the name of his nominee substituted in his/her place subject to such terms and conditions and charges as the company may impose, provided the Applicant(s)/intending allottee(s) has paid at least 30% of the total Sales consideration and cleared all dues till that date. 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 nomination. It is specifically made clear to the applicant(s)/intending allottee(s) that as understood by the Company at present there are no executive instructions of the competent authority to restrict any nomination/ transfer/ assignment of the said apartment. However, in the event of any imposition of such executive instructions at any time after the date of this application to restrict nomination/ transfer/ assignment of the said apartment by any authority, the Company will have to comply with the same and the Applicant (s)/ intending allottee(s) has specifically noted this.
31. The Applicant(s)/Intending allottee(s) shall use/cause to be used the said apartment for residential purpose only and not for any other purpose as per the terms and conditions comprehensively set out in the Agreement to sell.
32. The Applicant(s)/Intending allottee(s) hereby authorizes and permits the Company to raise finance/loan from any Financial Institution/Bank by way of mortgage/charge/securitization of receivables of the said apartment subject to the said apartment being free of any encumbrance at the time of execution of Conveyance Deed. The Company/ Financial Institution/Bank shall always have the first lien/charge on the said apartment for all its dues and other sums payable by the Applicant(s)/intending allottee(s) or in respect of the loan granted for the purpose of the construction of the said apartment/ Building/ Complex. In case of the Applicant(s)/intending allottee(s) who have opted for long term payment plan arrangement with any Financial Institutions/ Banks, the conveyance of the said apartment in favour of the Applicant(s)/intending allottee(s) shall be executed only upon the Company receiving No Objection Certificate from such Financial Institutions/Banks.
33. The Applicant(s)/intending allottee(s) hereby agrees to comply with all the laws of the land at all times, as may be applicable to the said apartment including but not limited to the provisions of Environment (Protection) Act, 1986, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and their rules, Notifications etc. in respect of his said apartment and the Applicant(s)/intending allottee(s) shall always remain solely responsible for the consequences of non-compliance of the aforesaid Acts/rules and laws of the Land.
34. The Company reserves the right to transfer ownership of the said Project in whole or in parts to any other entity, such as FDI, P.E, Partnership Firm, Body Corporate(s) whether incorporated or not, Association or Agency etc. by way of sale/disposal or any other arrangement, as may be decided by the Company in its sole discretion without any intimation, written or otherwise to the Applicant(s)/intending allottee(s) and the Applicant(s)/intending allottee(s) agrees that he/ she shall not raise any objection in this regard.
35. In case the Company is forced to abandon the said Project for any reason, the Company shall be liable to refund the amount paid by the Applicant(s)/intending allottee(s) without any interest or compensation within six months from the happening of such eventuality. In consequences of the Company abandoning the project, the Company's liability shall be limited to the refund of the amount paid by the Applicant without any interest or compensation, whatsoever.
36. The provisional and/or final allotment of the said apartment is entirely at the sole discretion of the Company and the Company has a right to reject any application, provisional or final allotment without assigning any reason thereof.
37. Singular shall mean and include plural and masculine gender shall mean and include female gender wherever applicable.
38. It is specifically understood by the Applicant(s)/intending allottee(s) that upon execution of the Agreement, the terms and conditions as set out in the Agreement shall supersede the terms and conditions set out in this Application.
39. 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 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 immediately terminate/cancel the Allotment and forfeit the earnest money without giving any notice to the Applicant(s)/intending allottee(s).

This will be without prejudice to any other remedies and rights of the Company to claim other liquidated damages which the Company might have suffered due to such breach committed by the Applicant(s)/intending allottee(s).

The Applicant(s)/intending allottee(s) agrees that all defaults, breaches and/or non compliance of any of the terms and conditions of this Application shall be deemed to be events of defaults liable for consequences stipulated therein.

40. 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 Apartment 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 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).

41. 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.
42. All or any disputes arising out of or touching upon or relating to the terms of this Application/ Agreement to Sell/ Conveyance Deed including the interpretation and validity of the terms thereof 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 the Managing Director of the Company. The Applicant(s)/intending allottee(s) hereby confirms that he / she shall have no objection in this appointment. 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.
43. That the Applicant(s)/intending allottee(s) confirm that he has understood each and every clause/covenant of this Application form and its legal implications thereof and has clearly understood his obligations and liabilities and the Company's obligations and limitations as set forth in this Application form. That the Applicant(s)/intending allottee(s) shall keep the Company and its 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 Agreement.

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 DTCP and am fully satisfied with the same and agree to abide by the same. The act of tendering this application form alongwith earnest money shall be deemed as my/our unconditional acceptance of 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 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 apartment applied for and provisionally and/ or finally allotted to me/us in any manner whatsoever.

I undertake to abide by all the terms and conditions and payment plan as sort out in this application form in letter and spirit thereof and in acceptance of the same I have paid to earnest money and set out my hand by signing on the terms and conditions of this Application.

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

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
"THE VEDAANTA FLOORS" AT RAHEJA'S VEDAANTA, Sector-108.

Dear Sir/Madam,

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

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

AND/OR

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

Thanking You,

NAME:

(SIGNATURE)

ADDRESS:

PAYMENT PLAN

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

INSTALLMENT PAYMENT PLAN

Months	Tentative construction schedule	Installments to be Paid [*]
At the time of Booking		10 % of BSP
Within 60 Days of Booking		15% of BSP
On date of offer of allotment for apartment no.(deemed allotment)		5% of BSP+50% of EDC and IDC+ 50% of PLC
Within 3 months of deemed allotment	On start of Excavation work	10% of BSP + 50% of EDC and IDC+50% of PLC
Within 9 months ,, ,, ,,	On Foundation laying/ start of construction work	5% of BSP + 25% of Parking
Within 12 months ,, ,, ,,	On completion of foundation	5% of BSP + 25% of Parking
Within 14 months ,, ,, ,,	On start of Ground Floor Slab	5% of BSP + 25% of Parking
Within 16 months ,, ,, ,,	On start of First Floor Slab	10% of BSP + 25% of Parking
Within 18 months ,, ,, ,,	On start of Second Floor Slab	5% of BSP
Within 20 months ,, ,, ,,	On start of Third Floor Slab	5% of BSP
Within 22 months ,, ,, ,,	On start of Fourth Floor Slab	5% of BSP
Within 24 months ,, ,, ,,	On start of Brickwork and Internal Plastering	5% of BSP + 100% of Club Membership
Within 26 months ,, ,, ,,	On start of External Plastering	5% of BSP
Within 28 months ,, ,, ,,	On application of Occupancy Certificate	5% of BSP
	On receipt of Occupancy Certificate	5% of BSP+ IFMS + Registration Charges & Stamp duty

^{*}Extra Service Taxes are applicable as per the prevailing rates.

Note:

- In case the purchaser makes any prepayment for any of the installment as stated above, the Developer has a right to retain/refund the excess money received from the purchaser. If the Developer decides to keep such amount, an interest of 9% p.a. calculated on monthly basis for the period of prepayment of installments will be paid to the Purchaser by the Developer on the amount of prepayment, provided such amounts have been lying with the company for more than one year.
- If a purchaser books an apartment in between after the 1st launch date, the entire outstanding amount of the installments valid till that date shall have to be paid within 60 days of the booking.
- The construction schedules shown are indicative and approximate & does not affect the due date of payment of installment. Company at its sole discretion may suspend the instalments(s) collection if it feels that the construction of the project is delayed beyond two months.
- In case of increase/decrease in no. of floors time linked payment schedule shall follow.

PAYMENT PLAN

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

DOWN PAYMENT PLAN

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

[#]Extra Service Taxes are applicable as per the prevailing rates.

SPECIFICATIONS

LIVING ROOM

FLOORS	Designer Tiles/ Marble
WALLS	Plastic emulsion paint
CEILINGS	Oil Bound Distemper with designer engineered cornice

DINING ROOM

FLOORS	Designer Tiles/ Marble
WALLS	Plastic emulsion paint
CEILINGS	Oil Bound Distemper with designer engineered cornice

BEDROOM

FLOORS	Laminated/wooden floor
WALLS	Oil Bound Distemper
CEILINGS	Oil Bound Distemper with designer engineered cornice

TOILET

FLOORS	Combination of one or more of designer
FITTINGS & FIXTURES	Single lever CP fittings, wall hung WC, exhaust fan, shower panels in all toilets (except servant toilet and powder room)
WALLS	Combination of one or more of designer tiles
CEILINGS	Gypboard /calcium silicate/pop false ceiling with integrated CFL light fittings and provision for hiding geyser over it

KITCHEN

FLOORS	Combination of one or more of designer tiles/granite/marble
FITTINGS & FIXTURES	Modular Kitchen with Granite Counter, SS sink and CP fittings
WALLS	2'high vitrified tiles above counter and oil bound distemper on remaining area
CEILINGS	Oil Bound Distemper

SERVANT/GUEST BED/

UTILITY ROOMS

FLOORS	Combination of one or more of granite/marble/terrazzo/tiles
FITTINGS & FIXTURES	CP fittings, bath fittings and appropriate sanitary ware in toilet.
WALLS	Oil Bound Distemper
CEILINGS	Oil Bound Distemper

BALCONIES

FLOORS	Anti skid vitrified/ ceramic tiles
FITTINGS & FIXTURES	Brick Jali/MS railing, integrated ceiling lights
WALLS	Weather coat emulsion
CEILINGS	Weather coat emulsion/ Oil Bound Distemper

LIFT LOBBIES / CORRIDORS

FLOORS	Combination of one or more of granite/marble/terrazzo
WALLS	Combination of one or more of granite/marble/ terrazzo/ oil bound distemper
CEILINGS	Oil Bound Distemper

ENTRANCE LOBBY

FLOORS	Designer tiles
WALLS	Oil Bound Distemper
CEILINGS	Oil Bound Distemper with designer engineered cornice

ELEVATOR

STRUCTURE	Branded high speed lift
	Earth-quake resistant structure according to latest seismic code, RCC framed structure with walls of bricks, block or board/plastic on GI Frames

ELECTRICAL

Modular switches, copper electrical wiring throughout in concealed conduit with provision for light points, power points, TV, LAN and telephone sockets. Added provision for wi-fi in complex. Power backup not exceeding 5 KVA per flat

STAIRCASE

FLOORS	Anti skid vitrified/ ceramic tiles
FITTINGS & FIXTURES	Enamel painted MS railing, light saver ceiling lights
WALLS	Weather coat emulsion
CEILINGS	Oil Bound Distemper

DOORS

Door frame with paneled shutters. fire proof engineered doors where required

WINDOWS

UPVC / Aluminium anodized framed windows

SECURITY SYSTEM

CCTV monitoring

EXTERNAL FINISH

Combination of one or more of all weather paint/stone/ Alco / grit work

CLUB FACILITY

(company owned)
Swimming pool with change rooms and kids splash pool, Club with table tennis, cards room, multipurpose room, multi gym, Kids play area with swings etc. Outdoor sports facilities like tennis court, badminton courts.

AIR CONDITIONING

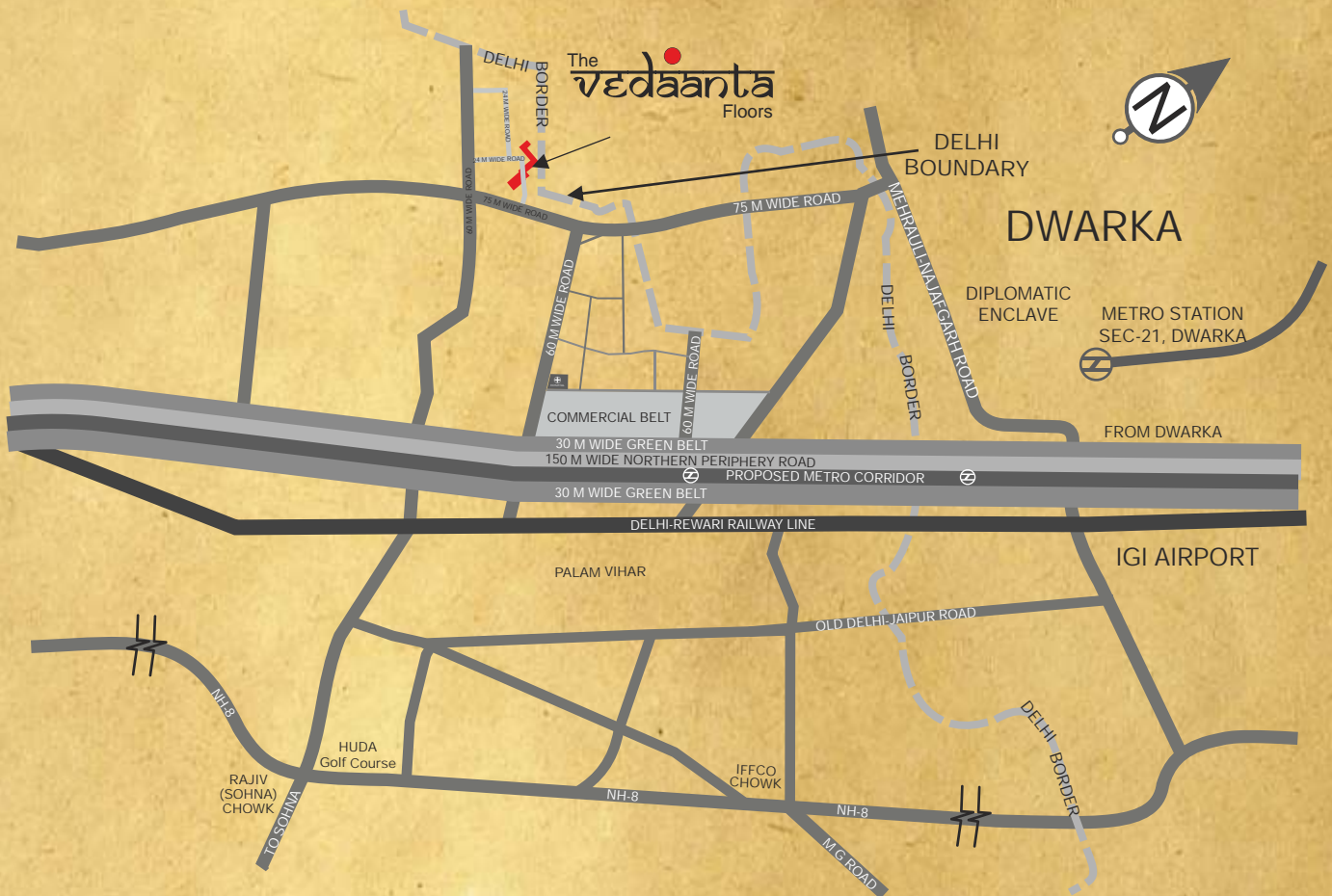
1.5 tonne Split unit ACs in every Bedroom plus 2 tonne AC in Living/Dining room

Specifications are subject to change in keeping with high quality standards as decided by competent authority /Company as per clause 4 of Application Form's terms & conditions.*
Club facilities subject to membership and other prescribed charges.*

*Conditions Apply

*Conditions Apply

locational advantage

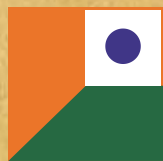


“Ever imagined why colonies like Chanakyapuri, Shanti Niketan, Anand Niketan, Westend & Vasant Vihar etc. are the most expensive in Delhi ? The who is who stay here because of its proximity to the Airport, secured environment and better infrastructure.

The Vedaanta Independent Floors are part of the highly reputed & popular high rise exclusive luxury project - Raheja Vedaanta. Vedaanta has been developed close to the Airport with one of the best in India designed infrastructure. It is accessible through the widest Northern Periphery Road (150 metre wide and 18 kms long) which will be an alternate route between Delhi and Gurgaon, connecting to IGI Airport Terminal-3. Work on this road has already started in full earnest.

The famous adage “Opportunity does not present itself twice” - is on the verge of being proven false with the The Vedaanta Floors, presenting a golden opportunity for anyone who missed out on Raheja Vedaanta.

”



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• No. & Date of License : 204/2007 dt 8.11.2007 • Type of colony & its areas : Residential Group Housing, 10.67 Acres • Name of the colonizer : M/s Raheja Developers Ltd. • No. & Date of the approved Building Plans : 4493 dt. 18.6.2008
• Max. No. of Flats : 537 Units • All the approvals can be checked in the office of Raheja Developers Ltd. **
**As on date