

APPLICATION FOR ALLOTMENT OF AN APARTMENT IN THE RESIDENTIAL PROJECT
NAMED "RAHEJA'S ATLANTIS" IN SECTOR 31-32A, GURGAON, HARYANA

Self Attested
Photograph

- Self Attested
Photograph

- | Flat Type | Tentative Super Area (Approx. sq. ft.) | Tick One |
|--|--|--------------------------|
| 3 Bedroom (Without Servant Quarter) | 2168.43 | <input type="checkbox"/> |
| 3 Bedroom (With Servant Quarter) | 2311.17 | <input type="checkbox"/> |
| 3 Bedroom in block 'F' (With Servant Quarter) | 2435.64 | <input type="checkbox"/> |
| 4 Bedroom (With Servant Quarter) | 2943.64 | <input type="checkbox"/> |
| Penthouse A 4 Bedroom (With Servant Quarter) | 3418.63 + 432.07 (Area of terrace) | <input type="checkbox"/> |
| Penthouse B 4 Bedroom (With Servant Quarter) | 4409.59 + 1209.87 (Area of terrace) | <input type="checkbox"/> |
| Presidential Suite A 5 Bedroom (With Servant Quarter) | 3319.91 + 1100.19 (Area of courts) | <input type="checkbox"/> |
| Presidential Suite A 5 Bedroom in block 'F' (With Servant Quarter) | 3332.77 + 1100.19 (Area of courts) | <input type="checkbox"/> |
| Presidential Suite B 6 Bedroom (With Servant Quarter) | 4585.79 + 1214.50 (Area of courts) | <input type="checkbox"/> |
| Villa (With Servant Quarter) | 6063.04+ 1039.69 (Area of courts) | <input type="checkbox"/> |

d) Flat No.

Authorised Signatory

1. Fenestrations opening on to a balcony shall be considered as external fenestrations
2. In the quest for excellence some of the specifications may have to be revised.
3. These 'Royal' Specifications are applicable for bookings done after 19th March'2005

TERMS AND CONDITIONS

FOR REGISTRATION AND ALLOTMENT OF APARTMENTS

AT RAHEJA'S ATLANTIS, EXPRESSWAY NH - 8, SECTOR - 31-32A, GURGAON, HARYANA.

1. The Applicant(s)/ allottee(s) has requested and applied for the registration and allotment of an Apartment at project 'Raheja's Atlantis', being developed in Sector - 31-32A, Gurgaon, Haryana with full knowledge and subject to all laws, notifications and rules applicable to the area, which have been explained by the Company and understood by him/her. The Licence for this group housing scheme has already been issued by DTCP Haryana vide no.122/2004 dated 21st September 2004 and the building plans have already been sanctioned vide memo no. 2065 dated 4th March 2005. This application is a mere request by the Applicant(s)/ allottee(s) for the allotment of Apartment in the Project and the Company reserves the right to accept or refuse the allotment of Apartment in the Project. In case, the Company is unable to allot the Apartment then the refund by the Company of the Earnest Money by Account Payee Cheque through Speed Post / Courier or by a signed receipt shall be the complete discharge on the part of the Company. The Applicant(s)/ allottee(s) shall have no right, claim or interest of whatsoever nature or kind in the Apartment thereafter. If this application of the Applicant(s)/ allottee(s) is accepted, the intimation of the Allotment shall be issued subject to the Terms & Conditions. That the Applicant(s)/ allottee(s) shall comply with all the legal requirements as required for the purchase of immovable property, as and when applicable. The Applicant(s)/ 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.
2. That the Applicant(s)/ allottee(s), if resident outside India or having (Non Resident Indian) NRI status, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) ACT and Rules/ Guidelines made / issued thereunder and all other applicable laws including that of remittance of payments, acquisition/ sale, transfer of immovable properties in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ the Company, the amount paid towards booking and further consideration will be returned by the Company as per rules without interest and the allotment cancelled forthwith and the Company will not be liable in any manner on such account.
3. The Applicant(s)/ allottee(s) has fully satisfied himself/herself about the right, title and interest of the Company in the land on which the said Apartments are to be constructed and understands all limitations and obligations in respect of it and there will be no further investigation or objection by the Applicant(s)/ allottee(s) in this regard from the Company.
4. There will be Preferential Location Charges (PLC) in case any location is preferred by the Applicant(s)/ allottee(s) for the Apartment in the said Project and the same shall be payable by the Applicant(s)/ 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)/ allottee(s) has specifically agreed that if due to any change in the layout/ building plan, 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)/ allottee(s) and such refund shall be adjusted in the last installment as stated in the payment plan. On the other hand, if his/her Apartment in the Project becomes preferentially located due to the aforesaid changes in the layout/ building plan, then the Applicant(s)/ allottee(s) shall be liable and agrees to pay as demanded by the Company additional PLC as stated in the payment plan.
5. The External Development Charges ("EDC") for the external services to be provided by the Haryana Government/ HUDA has been charged on pro rata basis from all the Applicant(s)/ allottee(s) calculated on the basis of the present rate fixed by the Haryana Government and in case of any increase in these charges in future, the same shall be paid by the Applicant(s)/ allottee(s), as and when demanded by the Company.
6. All Drafts/ Cheques (except for EDC amount) are to be made in favour of "RAHEJA DEVELOPERS PRIVATE LIMITED", payable at Delhi/ New Delhi. All Drafts/ Cheques for EDC amount are to be made in favour of "RAHEJA DEVELOPERS PRIVATE LIMITED - A/c EDC", payable at Delhi/ New Delhi. In case the Applicant(s)/ allottee(s) makes the payment by an outstation cheque, then his/ her payment would be deemed to have been received on the date the cheque will get credited into the bank account of the Company by the Bank and the Bank Charges for the outstation clearing will be charged from the Applicant(s)/ allottee(s).
7. If the cheque submitted by the Applicant(s)/ allottee(s) along with this Application form is dishonoured then the Allotment would be deemed cancelled and the Company will not be under any obligation to inform the Applicant(s)/ allottee(s) about the dishonour of the cheque or cancellation of the allotment. The Applicant(s)/ allottee(s) will not be entitled to tender a new cheque in place of dishonoured cheque.
8. Loans from financial institutions to finance the said Apartment may be availed by the Applicant(s)/ allottee(s). However, the Company shall not be responsible in any manner if a particular Institution/ Bank refuses to finance the allotted Apartment on any ground.
9. All statutory charges and other levies (including the Service Tax as applicable and revised time to time), demanded or imposed by the authorities shall be payable proportionately by the Applicant(s)/ allottee(s) from the date of booking as per demand raised by the Company. If such charges are increased (including with retrospective effect) after the Conveyance Deed has been executed, then these charges shall be treated as unpaid sale price of the Apartment and the Company shall have lien on the Apartment of the Applicant(s)/ allottee(s) for the recovery of such charges.
10. The Applicant(s)/ allottee(s) shall before taking possession of the Apartment, must clear all the dues towards the Apartment and have the Conveyance Deed for the said Apartment executed in his favour after paying Registration fee/ charges, stamp duty and other charges/ expenses. The Applicant(s)/ 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)/ allottee(s) which shall be executed and got registered after receipt of the full sale price, other dues, including payment of IBMS payable to the Company or the Maintenance Agency, as the case may be and the said charges and expenses as may be payable or demanded from the Applicant(s)/ allottee(s) in respect of the Apartment and Parking space(s) allotted to him/her. In case the Applicant(s)/ 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)/ allottee(s) towards the said charges and expenses and the Applicant(s)/ allottee(s) shall forthwith deposit the shortfall in the sale price so caused together with interest for period of delay in depositing the sale price so appropriated according to payment plan at the rate and in the manner mentioned in clause 10 thereof. The Applicant(s)/ allottee(s) undertakes to execute the Conveyance Deed within sixty (60) days from the date of Company intimating in writing the receipt of the certificate for use and occupation of the said building from the competent authority failing which the Applicant(s)/ allottee(s) authorizes the Company to cancel the allotment and forfeit the earnest money, interest on delayed payment etc. and refund the balance price paid by the allottee without any interest upon realization of money from resale/ allotment to any other party.

11. The Applicant(s)/ allottee(s) agrees that out of the amount(s) paid/ payable by him/ her towards the sale price, the Company shall treat 15% of the Sale Price as Earnest Money to ensure fulfillment by the Applicant of the terms and conditions, as contained herein and in the Flat Buyer Agreement. Time is the essence of these terms and conditions, Flat Buyer agreement and with respect to the Applicant's obligations to pay the Sale Price as provided in the payment plan along with other payments such as, applicable stamp duty, registration fee and other charges on or before the due date or as and when demanded by the Company, as the case may be and also to perform or observe all the other obligations of the Applicant under the Flat Buyer Agreement. It is clearly agreed and understood by the Applicant/ 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/ allottee(s) as per the Payment Plan or obligations to be performed by the Applicant/ allottee(s) under these terms and conditions or Flat Buyer Agreement or any further document signed by the Applicant(s)/ allottee(s) with the Company. The Applicant(s)/ allottee(s) hereby also covenants to observe and perform all the terms and conditions of booking, Flat Buyer Agreement and Conveyance Deed to keep the Company and its agents and representatives, estates and effects indemnified and harmless against the said payments and observance and performance of the said terms and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance, or non-performance of the said terms and conditions by the Applicant(s)/ allottee(s). If there is delay in making payment of the installments by the Applicant(s)/ allottee(s), then the Applicant(s)/ allottee(s) shall pay to the Company interest which shall be charged:-
- (a) for the first sixty (60) days from the due date @ 18% per annum; and
 - (b) for all periods exceeding first sixty (60) days after the due date @ 24% per annum.
- However, if the payment is not received within 60 days from the due date or in the event of breach of any of the terms and conditions of this allotment, Flat Buyer Agreement or Conveyance Deed by the Applicant(s)/ allottee(s), the booking will be cancelled at the discretion of the Company and earnest money paid to the Company by the Applicant(s)/ allottee(s) shall stand forfeited. The balance amount (after deducting the outstanding interest for delayed payments, if any) shall be refundable to the Applicant(s)/ allottee(s) without any interest, after the said Apartment is allotted to some other intending allottee(s). The Company may at its sole discretion waive the breach by the Applicant(s)/ allottee(s) in not making payments as per the payment plan, The Applicant(s)/ allottee(s) is also requested to sign and return to the Company the Flat Buyer Agreement or any other papers/ documents within thirty (30) days from the date of its receipt.
12. The Applicant(s)/ allottee(s) agree(s) that he/she shall pay the price of the Apartment and other charges calculated on the basis of super area, which is understood to include pro-rata share of the common areas in the Project including the club and other common facilities, if any, which may be located any where in the said Project at the sole discretion of the Company. It is further understood by the Applicant(s)/ allottee(s) that the calculation of super area of the Apartment is available on the site or if required, it can be referred in the Flat Buyer Agreement and upon execution of the said Flat Buyer Agreement, the method of definition of super area stated therein shall become binding on both the parties.
13. That the Company has made it specifically clear to the Applicant(s) / Allottee(s) and after having satisfied himself/herself, the Applicant(s) / allottee(s) has understood that the computation of the price of the said Apartment does not include any element of recovery or payment towards land, construction, running and operation of the common amenities and facilities like convenience store or any other conveniences as well as recovery of payments towards maintenance charges of any kind by the Company from the Applicant(s)/ allottee(s) in any manner. As regards payment of maintenance charges, the applicant shall enter into a separate agreement. The Company has made clear to the Applicant(s)/ allottee(s) that it may be carrying out extensive developmental/ construction activities for many decades in future in the entire area falling outside the land beneath the said Building, in which his/ her Apartment is located and that the Applicant(s)/ allottee(s) has confirmed that he/ she shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any which may be suffered by him/ her due to such developmental/ construction activities or incidental/ related activities. It is made clear by the Company and agreed by the Applicant(s)/ allottee(s) that all the rights including the ownership thereof of land(s), facilities and amenities (other than those within the said Building and the land beneath the said building only), shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi government, any other authority, body, any person, institution, trust and/ or any local body(ies) which the Company may deem fit in its sole discretion. The Company relying on this specific undertaking of the Applicant(s)/ 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)/ allottee(s) or his/ her legal representatives, successors, administrators, executors, assigns etc.
14. 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)/ 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)/ allottee(s) that the declaration to be filed in compliance of Haryana Apartment Ownership Act, 1983 in strict consonance with clause 14 above in no manner shall confer any right, title or interest in any lands, facilities, amenities and buildings outside the land beneath the footprint of the said Building in which the said Apartment is located.
15. The Applicant(s)/ allottee(s) has examined and accepted the plans, designs, specifications of the Apartment which is tentative and the Company shall have the right to effect suitable and necessary alterations in the layout plan and/ or specifications, as and when required, which may involve all or any of the changes, such as, change in the position of the Apartment, increase/decrease in size, change in floor-plan, layout, change in its number etc. 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)/ allottee(s) herein. However, in case of any major alteration(s)/ modification(s) resulting in +/- 10% change in the super area or material change in the specifications of the Building/ Apartment any time prior to and upon the grant of occupation certificate, the Company shall intimate to the Applicant(s)/ allottee(s) in writing the changes thereof and the resultant changes, if any, in the price of the Apartment to be paid by him/her and the Applicant(s)/ allottee(s) agrees to inform the Company in writing his/her consent or objections to the changes within thirty (30) days from the date of such notice, failing which the Applicant(s)/ allottee(s) shall be deemed to have given his full consent to all the alterations/ modifications. If the Applicant(s)/ allottee(s) writes to the Company within thirty (30) days of intimation by the Company indicating his/her non-consent/ objections to such alterations/ modifications, then the allotment shall be deemed to be cancelled and the Company shall refund the entire money received from the Applicant(s)/ allottee(s) with interest @ 9% per annum. The Applicant(s)/ allottee(s) agrees that any increase or reduction in the super area of the Apartment shall be payable or refundable (without any interest) at the rate per sq. ft. as mentioned in this application. If for any reason(s), the Company is not in a position to allot the Apartment applied for, the Company may consider for an alternate property and in case of failure to do so, refund the amount deposited without any interest and the Company shall not be liable for payment of any compensation on this account whatsoever.
16. It is made clear by the Company and specifically understood by the Applicant(s)/ 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)/ allottee(s) agrees not to raise any objections in this regard.

17. The Applicant(s)/ allottee(s) of the Apartment shall pay, as and when demanded, the maintenance including security deposit for providing, maintaining and up-keeping the said Project and the various services therein, as may be determined by the Company or the Maintenance Agency appointed for this purpose, as the case may be.
- The Applicant(s)/ allottee(s) undertakes to join any society/ association of the Apartment owners and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose. The Applicant(s)/ allottee(s) upon completion of the said Building agrees to enter into a Maintenance Agreement with the Company or any association/ body/ condominium of Apartment owners or any other nominee/ agency/ association (s) or other body (hereinafter referred to as 'the Maintenance Agency') as may be appointed/ nominated by the Company from time to time for the maintenance and upkeep of the said plot/building and the Applicant(s)/ 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)/ allottee(s) is in occupation of the Apartment or not. In order to secure due performance by the Applicant(s)/ allottee(s) in prompt payment of the maintenance bills and other charges raised by the Maintenance Agency, the Applicant(s)/ allottee(s) agrees to deposit, as per the schedule of payment and to always keep deposited with the Company or the Maintenance Agency, nominated by the Company, an Interest Bearing Maintenance Security (IBMS) at the rate of Rs. 50/- per sq. ft. of the super area of the Apartment carrying a simple yearly interest as per the applicable rates on fixed deposits accepted by The State Bank of India at the close of each financial year ending on 31st March. In case of failure of the Applicant(s)/ allottee(s) to pay the maintenance bill or other charges on or before the due date, the Applicant(s)/ allottee(s) in addition to permitting the Company/ Maintenance Agency to deny him/ her the maintenance services, also authorizes the Company/ Maintenance Agency to adjust in the first instance, the interest accrued on the IBMS against such defaults in the payments of maintenance bills and in case such accrued interest falls short of the amount of the default, the Applicant(s)/ allottee(s) further authorizes the Company/ Maintenance Agency to adjust the principal amount of the IBMS against such defaults. If due to such adjustments in the principal amount, the IBMS falls below the agreed sum of Rs. 50/- per sq. ft. of the super area of the said Apartment, then the Applicant(s)/ allottee(s) hereby undertakes to make good the resultant shortfall within fifteen (15) days of demand by the Company/ Maintenance Agency. Further, the Company reserves the right to increase IBMS from time to time in keeping with the increase in the cost of maintenance services and the Applicant(s)/ allottee(s) agrees to pay such increases within fifteen (15) days of demand by the Company. If the Applicant(s)/ allottee(s) fails to pay such increases in the IBMS or to make good the shortfall as aforesaid on or before its due date, then the Applicant(s)/ 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)/ allottee(s) and to recover the shortfall from the sale proceeds of the said Apartment and to refund to the Applicant(s)/ allottee(s) only the balance of the money realized from such sale after deducting therefrom the entire earnest money, interest on delayed payments, any interest paid, due or payable and all other dues as set out in the payment plan. It is made specifically clear and it is so agreed by and between the parties hereto that this condition relating to IBMS as stipulated in this clause shall survive irrespective of the conveyance of title in favour of the Applicant(s)/ allottee(s) and the Company shall have first charge/ lien on the said Apartment in respect of any such non payment of shortfall/ increase, as the case may be. The Company shall, if already paid by the Applicant(s)/ allottee(s) to the Company may, at its sole discretion, refund to the Applicant(s)/ allottee(s) in full and final settlement of IBMS or as an alternative, the Applicant(s)/ allottee(s) hereby authorizes the Company to transfer to the Maintenance Agency the IBMS of this Application, after adjusting therefrom any outstanding maintenance bills and/ or other outgoings of the Applicant(s)/ allottee(s) at any time including upon execution of the Conveyance Deed and thereupon the Company shall stand completely absolved/discharged and all clauses dealing/concerning the IBMS of this Application, Flat Buyer Agreement and the Conveyance Deed, as far as, they are applicable to the Company shall cease to be valid and effective. It is hereby specifically agreed by the Applicant(s)/ allottee(s) that such transfer of IBMS shall not be linked in any manner whatsoever to the implementation of the Haryana Apartment Ownership Act, 1983 by the Company for the said Complex. Further the Applicant(s)/ allottee(s) agrees that the Maintenance Agency, upon transfer of the IBMS or in case of fresh IBMS is sought from the Applicant(s)/ allottee(s) as stipulated hereinabove, shall have the sole right to modify/ revise all or any of the terms of the IBMS, Tripartite Maintenance Agreement, including but not limited to the amount/ rate of IBMS, etc.
18. The rate mentioned in this application is inclusive of the cost of providing electric wiring in each Apartment and fire fighting equipment in the common areas as prescribed in the existing fire fighting code/ regulations and power backup not exceeding 12 KVA per Apartment in addition to that for the common areas and services but does not include the cost of electric fittings, fixtures, geysers, electric and water metre etc. which shall be got installed by the Applicant(s)/ allottee(s) at his/ her own cost. 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 fire safety measures are undertaken, then the Applicant(s)/ allottee(s) agrees to pay the additional expenditure incurred thereon on a pro rata basis alongwith other Applicant(s)/ allottee(s), as determined by the Company in its absolute discretion.
19. The Applicant(s)/ allottee(s) agrees that two (02) car-parking spaces on extra payment shall be an integral part of this purchase of the Apartment and the Applicant(s)/ allottee(s) shall not be entitled to sell/ deal with the car parking space independent of the Apartment. All clauses of this application, Flat Buyer Agreement and Conveyance Deed pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the said parking space, wherever applicable. However, the Applicant(s)/ allottee(s) shall be entitled to apply for additional car parking space(s) at a price applicable at the time of allotment of additional car park. It is made clear to the Applicant(s)/ allottee(s) that the price of the Apartment is exclusive of reserved car parking space allotted to him/ her for his/ her exclusive use. The Applicant(s)/ allottee(s) agrees that all such reserved car parking spaces allotted to the occupants shall not form part of common areas of the said Apartment / building for the purpose of the declaration, which may be filed by the Company under Haryana Apartment Ownership Act, 1983.
20. The Applicant(s)/ allottee(s), cannot transfer the registration, booking or allotment in favour of his/her nominees or add/ amend/ delete the name of the co-applicant, unless approved by the Company, who may at its sole discretion permit the same on such terms & conditions as it may deem fit and on the payment of such administrative charges as may be fixed by the Company from time to time. The Applicant(s)/ allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the Applicant(s)/ allottee(s) that as understood by the Company at present there are no executive instructions of the competent authority to restrict any nomination/ transfer/ assignment of the allotted Apartment. However, in the event of any imposition of such executive instructions at any time after the date of this application to restrict nomination/ transfer/ assignment of the allotted Apartment by any authority or payment of the stamp duty or any other charges through executive order, the Company will have to comply with the same and the Applicant(s)/ allottee(s) has specifically noted this.
21. The Company shall endeavor to give possession of the Apartment to the Applicant(s)/ allottee(s) within thirty (30) months from the date of the execution of Flat Buyer Agreement, but subject to force majeure, circumstances and reasons beyond the control of the Company. The Company on obtaining certificate for occupation and use by the Competent Authorities shall hand over the Apartment to the Applicant(s)/ allottee(s) for his/ her occupation and use and subject to the Applicant(s)/ allottee(s) having complied with all the terms and conditions of the Flat Buyer Agreement. In the event of his/ her failure to take over and/ or occupy and use the Apartment provisionally and/ or finally allotted within thirty (30) days from the date of intimation in writing by the Company, then the same shall lie at his/ her risk and cost and the Applicant(s)/ allottee(s) shall be liable to pay compensation @ Rs. 5/- sq. ft. of the super area per month as holding charges for the entire period of such delay. If the Company fails to complete the construction of the said building/ Apartment within thirty (30) months from the date of execution of Flat Buyer Agreement as aforesaid, then the Company shall pay to the Applicant(s)/ allottee(s) compensation @ Rs. 5/- 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 conveyancing 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 application and Flat Buyer Agreement. If there is any delay in payments/remittances by the Applicant(s) / allottee(s) or in order to comply with any specific request of the Applicant(s) / allottee(s) such as providing additional fitments in his/her Apartment, then the abovesaid period of thirty (30) months will automatically and correspondingly get extended by the period of such delay.

22. The Applicant(s)/ allottee(s) shall use/ cause to be used the Said Apartment for residential purpose only and not for any other purpose.
23. That the Applicant(s)/ allottee(s) undertakes that he/she will not demolish/ destroy or cause to demolish/ destroy any structure of the Said Apartment or any addition(s) or alteration(s) of any nature in the same or in any part thereof. That the Applicant(s)/ allottee(s) shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the Said Apartment in any form. The Applicant(s)/ allottee(s) shall also not change the colour scheme of the outer walls of painting of exterior side of the door and windows and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing/ hedging/ grills without the prior permission of the Company. That the Applicant(s)/ allottee(s) shall not remove any walls of the Said Apartment including load bearing walls/ structure of the same, shall remain common between the Applicant(s)/ allottee(s) and owners of the adjacent Apartments.
24. That the Applicant(s)/ allottee(s) undertakes that he/she shall not put up any name or sign board, neon-light, publicity or advertisement material, hanging of clothes etc. at the external facade of the building or any where on the exterior on common areas and shall be entitled to display his name plate only at the proper place, provided for the Said Apartment and in the manner approved by the Company. That it is understood by the Applicant(s)/ allottee(s) that the internal maintenance of the Apartment shall always remain the responsibility of the Applicant(s)/ allottee(s). That the Applicant(s)/ allottee(s) may get insurance of the contents lying in its Apartments at his own cost and expenses. The Applicant(s)/ allottee(s) shall not keep any hazardous, explosive, inflammable chemicals/ material etc., which may cause damage to the Building. The Applicant(s)/ allottee(s) shall always keep the Company harmless and indemnified for any loss and damages in respect thereof.
25. That the Applicant(s)/ allottee(s) shall not use the Said Apartment in the manner, so as to cause blockade or hindrance to common passages, veranda or terraces. No common parts of the Building will be used by the Applicant(s)/ allottee(s) for keeping/ Chaining Pets/ Animals, Dogs, Birds or no storage of cycles, motorcycles, waste/ refuse, nor the common passages shall be blocked in any manner.
26. The Applicant(s)/ allottee(s) shall not be allowed to do any activity, which may be objected to by the other residents, such as playing of high volume music, loudspeaker or any activity which spoils the decorum or decency or beauty of the Complex including defacing of common walls, lifts or throwing or dumping of refuse/ garbage, which could be subject to fine or penalties as per the latest Supreme Court directives and the laws of the land, as applicable from time to time.
27. The Applicant(s)/ allottee(s) shall get his complete address registered with the Company at the time of booking and it shall be his/her responsibility to inform the Company by Registered A.D. letter about all subsequent changes in the address, failing which, all demand notices and letters posted at the first registered address will be deemed to have been received by him 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 therefrom. In all communications, the reference of the allotted Apartment must be mentioned clearly.
28. In case there are joint Applicant(s)/ allottee(s), all communication shall be sent by the Company to the applicant whose name appears first, at the address given by him for mailing and which shall for all purpose be considered as served on all the Applicant(s)/ allottee(s) and no separate communication shall be necessary to the other named Applicant(s)/ allottee(s).
29. The Applicant(s)/ allottee(s) hereby authorizes and permits the Company to raise finance/ loan from many Financial Institution/ Bank by way of mortgage/ charge/ securitization of receivables of his/ her Apartment subject to the Apartment being free of any encumbrance at the time of execution of Conveyance Deed. The Company/ Financial Institution/ Bank shall always have the first lien/charge on the said Apartment for all dues and other sums payable by the Applicant(s)/ 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)/ allottee(s) who have opted for long term payment plan arrangement with any Financial Institutions/ Banks, the conveyance of the Apartment in favour of the Applicant(s)/ allottee(s) shall be executed only upon the Company receiving No Objection Certificate from such Financial Institutions/ Banks.
30. The Company reserves the right to transfer ownership of the said Project "Raheja's Atlantis" in whole or in parts to any other entity, such as 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)/ allottee(s) and the Applicant(s)/ allottee(s) agrees that he/ she shall not raise any objection in this regard.
31. 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)/ allottee(s) without any interest or compensation within six months from the happening of such eventuality. In consequences of the Company abandoning the scheme, the Company's liability shall be limited to the refund of the amount paid by the Applicant without any interest or compensation, whatsoever.
32. The Company shall have the first lien and charge on the Said Apartment for all its dues and other sums payable by the Applicant(s)/ allottee(s) to the Company.
33. Singular shall mean and include plural and masculine gender shall mean and include female gender wherever applicable.
34. All or any disputes arising out or touching upon or in relation to the terms of this application, Flat Buyer Agreement and/ or Conveyance Deed including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at the Registered 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)/ allottee(s) hereby confirms that he/ she shall have no objection in this appointment. The courts of Gurgaon alone and the Punjab and Haryana High Court at Chandigarh alone shall have the jurisdiction in all matters arising out of/ touching and/ or concerning this application and/ or Flat Buyer Agreement and/or Conveyance Deed.

I/ We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/ We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/ us with the terms and conditions as comprehensively set out in Flat Buyer Agreement, which shall supercede the terms and conditions set out in this application. I/ We are fully conscious that it is not incumbent on the part of the Company to send us reminders/ notices in respect of our obligations as set out in this application and/ or Flat Buyer Agreement and I/ We shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and conditions contained in this application and/or Flat Buyer Agreement. I/ We have sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the Company, I have now signed this Application Form and paid the monies thereof fully conscious of my liabilities and obligations including 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.