



Application Form No: _____

Dated: _____

APPLICATION FOR ALLOTMENT OF RESIDENTIAL PLOT





APPLICATION FOR PROVISIONAL ALLOTMENT

To,
Anant Raj Industries Ltd
E-2, A.R.A Centre,
Jhandewalan Extension,
New Delhi-110055

Dear Sir,

I/ We make this application for the provisional allotment of a residential plot of size _____ square yards approximately (**"Plot"**) of the specifications mentioned by me in **Annexure-I** in your development **"ANANT RAJ ESTATE"** situated at Sector 63-A, Gurgaon (hereinafter referred to as the **"Project"**), being developed by Anant Raj Limited having their registered / corporate offices at E-2, A.R.A Centre, Jhandewalan Extension, Delhi-110055 and others (hereinafter collectively referred to as the **"Companies"**) as per the license granted to them by the office of the Director General, Town & Country Planning, Chandigarh, Haryana (License No. 119 of 2011).

My/Our particulars are provided in **Schedule-I** below for your reference and record. In the event of the Companies accepting my/our application to provisionally allot a Plot, I/we agree to pay the total consideration of the Plot and all other dues as stipulated in the **"Payment Plan"** annexed as **Schedule-II** to this Application. All such payments shall be made by me / us in the manner set out in the Payment Plan which shall form part of the definitive documents of allotment and the agreement to sell / plot buyer agreement which shall be executed by me/us and the Companies in the format provided by the Companies.

I/ We remit herewith a sum of Rs. _____ (Rupees _____ only) by way of Bank Draft / Cheque No. _____ dated _____ in favor of _____ drawn on _____, which may be treated as **"Application Money"** under the Payment Plan in Schedule-II. I/ We hereby confirm that the Application Money shall be treated as 'Earnest Money' by the Companies for the provisional allotment and the same may be forfeited by the Companies if I/ We fail to abide by any of the terms and conditions of this Application, Provisional Allotment Letter or the agreement to sell / plot buyer agreement to be executed with the Companies.

I/We understand that this Application is an expression of interest from me/us to purchase the Plot and neither constitutes any binding contract or agreement to sell in my/ our favour nor the receipt of the same amounts to any acceptance of my application and consequent provisional allotment of the Plot in my/our favour.

I/We have carefully read the **"Terms & Conditions"** specified in **Schedule-III** to this Application and understand that the provisional allotment of the Plot in the Project in my / our name and conveyance thereof in my / our favour shall at all times be governed by the same.

I/We, the undersigned applicant(s) declare and confirm that the particulars furnished by me/us in Schedule-I herewith is true and correct to the best of my/our knowledge and nothing has been concealed there from.

I/We have sought detailed information from the Companies pertaining to all aspects of the Project and after a careful consideration of all facts, terms and conditions, I/we have signed and submitted this Application and paid the Application Money being fully conscious of my/our liabilities and obligations.

Thanking you,

Name of First Applicant

Name of Second Applicant

Name of Third Applicant



ANNEXURE-I PLOT SPECIFICATIONS

(Tick whichever appropriate)

The applicant to specify the preferred size of the plot and location below:

Size of Plot/s (Approximately in sq. yards)	_____	_____	_____
	305 sq. yds.	405 sq. yds.	500 sq. yds.
	_____	_____	
	700 sq. yds.	700 & Above sq. yds.	
Location preferred by the Applicant			
• Facing / Adjoining 24 meters road			_____
• Facing / Adjoining 60 meters road			_____
• East facing			_____
• North/North-East facing			_____
• Green-facing / Adjoining			_____
• Corner plot			_____
• Corner abutting green belt			_____
• Two side open			_____
• Facing commercial plot			_____

The Applicant agrees that the allotment of the Plot in the preferred location of the Applicant is subject to the availability, and the Companies shall not be bound to provide or allocate a Plot with the said specifications.

Name of First Applicant

Name of Second Applicant

Name of Third Applicant



SCHEDULE-I INFORMATION ABOUT THE APPLICANT

(In case applicant is an individual)

Sole / First Applicant : _____

Son / Wife / Daughter of : _____

Photograph

Present Mailing Address : _____

City : _____

State : _____

Pin Code No : _____

Permanent Address : _____

City : _____

State : _____

Pin Code No : _____

Tel / Fax : _____

E-Mail address : _____

Nationality : _____

Residential Status : _____

[Resident / Non-Resident / Foreign National / Person of Indian Origin]

PAN : _____

Signature of the Applicant

Note:

- Annex valid proof of identity and address (Election Card / Driving License / Passport)
- For persons having residential status other than "resident" annex a valid documentary proof of their residential status. Foreign national and Person of Indian Origin to annex a certified / notarized copy of their foreign nationality passport and PIO card respectively.
- Annex a copy of the PAN Card.

Name of First Applicant

Name of Second Applicant

Name of Third Applicant



SCHEDULE-I

INFORMATION ABOUT THE CO-APPLICANT

(In case applicant is an individual)

Second / Co-Applicant : _____

Son / Wife / Daughter of : _____

Present Mailing Address : _____

City : _____
State : _____
Pin Code No : _____

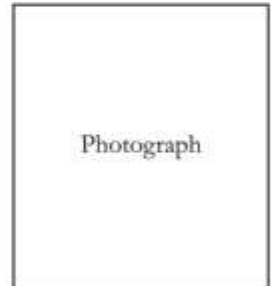
Permanent Address : _____

City : _____
State : _____
Pin Code No : _____

Tel / Fax : _____
E-Mail address : _____

Nationality : _____
Residential Status : _____
[Resident / Non-Resident / Foreign National / Person of Indian Origin]

PAN : _____



Signature of the Applicant

Note:

- Annex valid proof of identity and address (Election Card / Driving License / Passport)
- For persons having residential status other than "resident" annex a valid documentary proof of their residential status. Foreign national and Person of Indian Origin to annex a certified / notarized copy of their foreign nationality passport and PIO card respectively.
- Annex a copy of the PAN Card.

[FOR ADDITIONAL INDIVIDUAL APPLICANTS ADD MORE SHEETS TO PROVIDE SIMILAR DETAILS]

Name of First Applicant

Name of Second Applicant

Name of Third Applicant



SCHEDULE-I

INFORMATION ABOUT THE APPLICANT

(In case applicant is a Company)

Name of Company : _____

Authorized Rep. Name : _____

Date of Incorporation : _____

Registered Office Address : _____

City : _____
State : _____
Pin Code No : _____

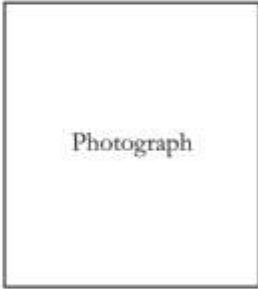
Correspondence Address : _____

City : _____
State : _____
Pin Code No : _____

Tel / Fax : _____
E-Mail address : _____

Nationality : _____
Residential Status : _____
[Resident / Non-Resident / Foreign Company]

PAN : _____



Signature of the Authorized Representative
(Seal of Company)

Note: Annex a certified copy of the Certificate of Incorporation, Board Resolution along with Memorandum of Association and Articles of Association.

[FOR ADDITIONAL INDIVIDUAL APPLICANTS ADD MORE SHEETS TO PROVIDE SIMILAR DETAILS]

Name of First Applicant

Name of Second Applicant

Name of Third Applicant



SCHEDULE-I

INFORMATION ABOUT THE APPLICANT

(In case applicant is a Partnership Firm)

Name of Firm : _____

Authorized Partner : _____

Date of Formation : _____

Registered Office Address : _____

City : _____
State : _____
Pin Code No : _____

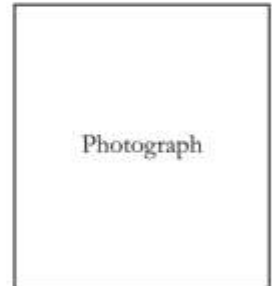
Correspondence Address : _____

City : _____
State : _____
Pin Code No : _____

Tel / Fax : _____
E-Mail address : _____

Nationality : _____
Residential Status : _____
[Resident / Non-Resident / Foreign Firm]

PAN : _____



Signature of the Authorized Partner
(Seal of Partnership Firm)

Note:

- Annex a certified copy of the Certificate of Incorporation issued by Registrar of Firms, Board Resolution / Power of Attorney along with Partnership Deed.
- Annex valid proof of identity and address for each Partner (Election Card / Driving License / Passport)

[FOR ADDITIONAL INDIVIDUAL APPLICANTS ADD MORE SHEETS TO PROVIDE SIMILAR DETAILS]

Name of First Applicant

Name of Second Applicant

Name of Third Applicant



SCHEDULE-II PAYMENT PLAN

DOWN PAYMENT PLAN (A) (7.5% Rebate on BSP)

(w.e.f. : 19/01/2012)

S.No.	Payment Due	Percentage (%) of BSP	Other Charges
1.	On Booking / Registration Amount	Booking amount as applicable	-
2.	Within 45 Days	90% of BSP (Less booking amount)	100% PLC
3.	On offer of Possession	10% of BSP	100% IFMS + Stamp Duty + Registration Charges + Other Charges + Club Membership

Note: Payment of EDC/IDC will be payable as & when demanded by the Company.

DEVELOPMENT LINK PAYMENT PLAN (B)

S.No.	Payment Due	Percentage (%) of BSP	Other Charges
1.	On Booking / Registration Amount	Booking amount as applicable	-
2.	Within 60 Days of Issuing Pal	25% (Less booking amount)	-
3.	On signing of ATS after Compliance of terms in PAL	15% of BSP	25% of EDC/IDC
4.	Commencement of road work	25% of BSP	25% of EDC/IDC
5.	Commencement of services i.e. waterline/electrical work	25% of BSP	25% of EDC/IDC
6.	On offer of Possession	10% of BSP	25% of EDC/IDC + IFMS + Stamp Duty + Registration Charges + Other Charges + Club Membership

Note : The sequence of demand in the above mentioned payment plan may change subject to development at site.

Terms & Conditions:

01. All payments to be made in favor of "ANANT RAJ LIMITED" in the form of Cheque or DD payable at Delhi.
02. Prices are subject to change without any prior notice.
03. Service Tax will be charged extra as per the government policy.
04. The stamp duty & other charges shall be applicable along with the last installment, as applicable.
05. The rebate for early payment shall however be subject to change from time to time.
06. One Time Maintenance Charges, IFMS Charges are non-refundable.
07. Recurring Monthly Maintenance Charges will be applicable from the date of execution of the sale deed.
08. One Time Electricity and Water Connection deposit charges will be as applicable.
09. Transfers will be allowed only as per the Company policy. Please refer to Clause No. 20 in the application form.
10. The offer is subject to Force Majeure Clause.
11. The Provisional Allotment Letter, Final Allotment Letter & Agreement to Sell are Non-Transferable.
12. Issuance of Provisional Allotment Letter is totally as per Company Discretion and mere submission of the application from does not guarantee the allotment to the applicant.
13. Prices, Terms & Conditions stated herein are merely indicative with view to acquaint the applicant and are not exhaustive.
14. Currently EDC Charges are 3275 per square yard and IDC Charges are 985 per square yard. Any increase in the same shall be payable as and when demanded by the Company.

PLC:

- | | | |
|---------------------------|-------------|---------------------------------|
| 1. Green facing/Adjoining | - 8% of BSP | Club membership - As applicable |
| 2. Corner | - 8% of BSP | |
| 3. 24 mtr. wide road | - 8% of BSP | |
| 4. Facing Commercial | - 8% of BSP | |
| 5. East/North Facing | - 8% of BSP | |
| Maximum PLC | - 20% | |

Name of First Applicant

Name of Second Applicant

Name of Third Applicant



SCHEDULE-III TERMS & CONDITIONS

A. Definitions

“Applicable Laws” means and includes any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, by-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Application or thereafter.

“Applicant” shall mean, jointly and severally, the persons(s) signing this Application.

“Application Money” shall mean a sum of Rs. _____/- (Rupees _____ only) paid by the Applicant simultaneously with this Application.

“Competent Authority” shall mean any Central or State judicial, quasi judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Project and/or the Plot.

“DGTCP” means the Director General, Town & Country Planning, Chandigarh, Haryana

“Earnest Money” shall have the meaning assigned to it under paragraph C.9 herein below.

“EDC” means the external development charges as levied by the DGTCP on the Project.

“Final Allotment Letter” shall have the meaning assigned to it in paragraph C.4 herein below.

“Force Majeure” shall mean and include any act of God, fire, flood, drought earthquake, cyclone, explosion, epidemics, natural disasters, accidents, air crashes, war, riot, hostilities of war, civil commotion, terrorist acts, sabotage, inability to procure or general shortage/ non-availability of steel, cement, other building materials, water or supply of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions, court case, decree, stay, any notice, order, rule, notification of the Government and/or other public or Competent Authority, delay in obtaining any approvals from the Competent Authority or any other causes (whether similar or dissimilar to the foregoing) or any other event or reason which is beyond the control of or unforeseen by the Companies.

“IDC” means the internal development charges levied by the DGTCP on the Project.

“Maintenance Agency” shall have the meaning assigned to it under paragraph C.18 herein.

“Maintenance Charges” shall have the meaning assigned to it under paragraph C.19 herein.

“Payment Plan” shall mean the payment plan annexed as Schedule-II to this Application.

“PLC” shall mean preferential location charges.

“Project” shall mean the **“ANANT RAJ ESTATE”** being developed by the Companies at Sector 63-A, Gurgaon.

“Provisional Allotment Letter” shall have the meaning assigned to it in paragraph C.4 herein below.

“Terms & Conditions” shall mean the entire terms, conditions, covenants, obligations etc. stated herein below in paragraph C to be adhered to by the Applicant.

Name of First Applicant

Name of Second Applicant

Name of Third Applicant



B. Interpretation

In this Application, unless the context requires otherwise, the following interpretation rules shall be followed -

- (a) References to any statute or legal provision or regulation made shall include the particular statute, legal provision or regulation as amended or replaced from time to time;
- (b) References to person(s) shall include body corporate(s), partnership(s) and any organization or entity having legal identity;
- (c) Any reference to a document includes that document as modified / replaced from time to time;
- (d) Unless the context otherwise requires, reference to one gender includes reference to the other;
- (e) Unless the context otherwise requires, reference to singular includes reference to plural and vice versa;
- (f) Reference to the term “herein”, “hereto”, “hereunder”, “hereof”, “hereinafter” etc. used shall mean reference to this Application and not to the particular paragraph in which the said term has been used, unless the context otherwise requires.
- (g) The words 'in writing' or 'written' include any communication sent by registered letter and/or facsimile transmission.
- (h) The currency amounts are stated in Indian Rupees (Rs.) unless otherwise specified.

C. The Applicant(s) agree(s) that -

1. The Applicant(s) shall sign each and every page of this Application as acknowledgement of the acceptance of the contents hereof. This Application is only an expression of interest from me/us to purchase the Plot and neither constitutes any binding contract or agreement to sell in my/ our favour nor the receipt of the same amounts to any acceptance of my application and consequent provisional allotment of the Plot in my/our favour until the provisional allotment is finalized subject to the compliance and performance of all terms, conditions and obligations herein contained.
2. The Companies may, at their sole discretion, decide not to allot the Plot to the Applicant or decide to abandon the Project in whole or in part, for reasons of Force Majeure or otherwise, in which case the Applicant shall not raise any objection, dispute or claim whatsoever against the Companies. It is abundantly clarified that provisional or final allotment of the Plot is entirely at the discretion of the Companies, and the Companies have a right to reject the Application without assigning any reasons whatsoever. In any such case of rejection of the Application or abandonment of the Project, the Application Money paid by the Applicant shall be refunded within _____ days without payment of any interest whatsoever or liability towards cost/ damage/ interest etc.
3. Notwithstanding the fact that the Companies have issued a receipt in acknowledgement of the Application Money tendered with this Application, it is clearly understood by the Applicant that this Application does not constitute any kind of contract including provisional / final allotment or an agreement to sell and the Applicant is not vested with any rights, interest or entitlement towards provisional / final allotment of the Plot in the Project. The Applicant clearly and unequivocally understands that such rights and entitlements shall accrue only once the Provisional Allotment Letter is issued by the Companies in the manner provided in paragraph 4 below and all its terms and conditions are duly complied with by the Applicant and the Companies issue the Final Allotment Letter.

Name of First Applicant

Name of Second Applicant

Name of Third Applicant



4. If the present Application is accepted by the Company, the Applicant will be sent a written intimation (**“Provisional Allotment Letter”**) within 45 days from the date of submission of the Application, however it may be clarified that final allotment of the Plot in favour of the Applicant shall always be subject to compliance of the terms, conditions, stipulations as may be mentioned in the Provisional Allotment Letter. Subject to compliance of the terms, conditions, stipulations mentioned in the Provisional Allotment Letter to the satisfaction of the Companies, the Applicant shall be issued a final written intimation (**“Final Allotment Letter”**) confirming the allotment of Plot in favour of the Applicant. The Applicant further agrees and undertakes to sign and execute the necessary definitive documents as and when desired by the Companies including the agreement to sell, plot buyer agreement, conveyance / sale deed etc, in the format provided by the Companies, within the stipulated time period and bear and pay the stamp duty, registration charges and all other costs / expenses incidental thereto along with all and any other documents, including but not limited to indemnity bond, deed of undertaking, declaration, affidavit etc, as the Companies may require from time to time in order to complete the sale / transfer of the Plot in favour of the Applicant.
5. In case the Application is not accepted or the Project is abandoned as provided in paragraph 2 above, the Applicant shall be informed in writing by the Companies along with refund of the 'Application Money' without payment of any interest whatsoever or liability towards cost/ damage/ interest etc. as mentioned in paragraph 2 above. The said refund by the Companies to the Applicant, sent through cheque / demand draft by registered post or by courier at the address of the Sole / First Applicant mentioned in Schedule-I, shall be full and final satisfaction and settlement of all and any claims of the Applicant, irrespective of the fact that Applicant refuses to accept / encash the said cheque / demand draft. Thereafter the Applicant shall cease to have any interest whatsoever on the said Plot and the Companies shall be free to allot, sell, transfer, lease or otherwise deal with the Plot in any manner whatsoever to any prospective buyer/ third party of its choice.
6. Applications which are incomplete or deficient in any respect and/ or relevant documentary evidence will be liable to be rejected. Application containing information known to the Applicant to be false are liable to be rejected.
7. The Applicant agrees to be completely bound by the terms and conditions stated herein and as stated in the Provisional Allotment Letter, Final Allotment Letter and other definitive documents that may be signed in accordance with the format provided by the Companies. The Companies will not consider any request for cancellation of the application or refund of the Application Money. However, in exceptional circumstances, to be determined at the sole discretion of the Companies, the Companies at their sole discretion may agree to cancellation of the Applicant before issuance of the Provisional Allotment Letter. The Companies may at their sole discretion, provide in the Provisional Allotment Letter the administrative charges / cancellation charges that shall be deductible from the Application Money and other amounts received by the Companies till the date of such cancellation. However, such cancellation charges / administrative charges would not exceed an amount of Rs. 10,00,000/- (Rupees Ten Lakh). It is clearly agreed and understood that such cancellation would only take effect if and when the Companies convey their acceptance to cancellation of the allotment in writing to the Applicant. Further, it is clearly agreed and understood that pursuant to the issuance of the Final Allotment Letter, the allotment in favour of the Applicant will not be cancelled / terminated by the Applicant for any reason whatsoever. In the event of any default by the Applicant, the entire application money will be forfeited by the Company as Earnest Money.
8. The Applicant agrees and acknowledges that the Project is in development stage and that there could be deviations, at any stage, to change the terms and conditions of the provisional / final allotment including but not limited to the category, location and size (+/- 10%) of the Plot. The Applicant agrees that all such changes and modifications as may be carried out by the Companies in relation to the Project and/or Plot shall be communicated to the Applicant and shall be set out in detail in the agreement to sell / plot buyer agreement and the Applicant shall be bound by the same at all times. The Applicant has understood that the area of the Project may be subject to certain changes for reasons beyond the control of the Companies. The marketing plan/ brochure is a mere indication of the proposed Project. The areas mentioned in the drawings are reasonable estimates, however, subject to changes. The Companies reserve the right to change the design, specifications, lay out, amenities and facilities, plans, etc. of the Project due to aesthetic reasons or to meet the planning/ regulatory requirement or for any other reasons. The Applicant agrees that changes in respect of the Plot and/ or the Project, if any, that may be communicated by the Companies shall be binding on me/ us and the Applicant shall be liable to pay for any additional sale consideration, costs, charges etc. that may be asked for by the Companies due to such reason.

Name of First Applicant

Name of Second Applicant

Name of Third Applicant



9. **“Earnest Money”**, for the purposes of this Application and the Provisional Allotment Letter, shall mean the Application Money paid simultaneously with this Application. It is understood that the Companies are not required to send reminders/ notices to the Applicant in respect of the obligations of the Applicant as set out in this Application and those to be set out in the Provisional Allotment Letter and the Applicant is required to comply with all its obligations on its own. In the event the Applicant fails to comply or adhere to the terms and conditions thereof, the Companies shall have the right to cancel/ terminate the Provisional Allotment Letter forthwith and forfeit the entire Earnest Money together with interest on delayed payment, brokerage if paid etc. Thereafter the Applicant shall cease to have any interest whatsoever on the said Plot and the Companies shall be free to allot, sell, transfer, lease or otherwise deal with the Plot in any manner whatsoever to any prospective buyer/ third party of its choice.
10. In the event the Plot attracts PLC, as may be determined in future by the Companies, the same shall be payable by the Applicant without any demur or protest. The Applicant has specifically agreed that if due to any reason including the change in the layout plan any of the preferential location attributes gets removed then the Companies shall be liable to refund only the amounts of such PLC as applicable if already paid by the Applicant, without any interest and such refund shall be adjusted in the next pending installment due from the Applicant immediately upon such determination being done. Similarly, if due to any reason including the change in the layout plan, the Plot acquires additional preferential attribute(s) then the Applicant shall be liable to pay for the additional PLC within 30 days of a demand being made by the Companies.
11. The EDC/ IDC component shown in the Payment Plan in Schedule-II to this Application is tentative at this stage. It is clarified to the Applicant that in case of any future amendment/ change or upward revision of the EDC/ IDC being levied, whether prospectively or retrospectively, due to a change in legislation or otherwise demanded by any Competent Authority, on the Project and/ or Plot, the Applicant shall be liable to pay such additional/ revised amount to the Companies in proportion to the area of the Plot, as per the demand letter issued by the Companies at that time. Further, the total amount mentioned in the Payment Plan is exclusive of all dues, taxes, cesses, charges etc, by whatever name called, including but not limited to the value added tax and service tax, as may be levied by any Competent Authority. The Applicant shall at all times to be liable to bear and pay the same. In the event of any failure or delay on part of the Applicant to pay the same, all interests / penalties as may be levied shall also be payable by the Applicant.
12. All over-due payments from the Applicant shall attract interest at 18% per annum from the date they fall due till the date of receipt of payment. If any of the cheques of the Applicant are dishonored for any reason whatsoever, the Companies shall be fully entitled, at its sole discretion, to cancel the Application or Provisional Allotment Letter and forfeit the Earnest Money.
13. It is made clear to the Applicant that in the zoning plan and/ or lay out plan approved by the DGTCP, there are restrictions/ stipulations, including but not limited to the number of floors, built-up area, height, setbacks, timelines for completion etc. in relation to construction development on the Plot. The Applicant agrees and understands that in order to avoid any damage / destruction to the infrastructure facilities provided in the Project, such as electricity cables, underground water pipes, underground sewer / drain lines, rain water harvesting etc. and to maintain the aesthetics of the Project, it is necessary that the specifications of proposed construction on the Plot (such as front set backs, elevation, façade, height, rear set back etc) are reviewed by the Companies. In this regard, before submission of the building plans to the Competent Authority, the Applicant shall have to get them scrutinized and approved by the Companies. Further, the Applicant agrees to complete construction development on the Plot and obtain the requisite completion / occupancy certificate from the Competent Authority within 3 years from the date of hand over of possession or execution of sale / conveyance deed, which ever is earlier. In the event the Applicant is unable to do so, the Applicant shall be liable to pay non-development charges to the Companies at such rate as may be determined by the Companies. The Applicant agrees and undertakes to comply with all such restrictions/ stipulations during construction/ development on the Plot and shall not violate the zoning plan, lay out plan and the building bye laws. The Plot shall not be amalgamated, partitioned, sub-divided or fragmented in any manner as this will be a clear breach of the conditions contained in the zoning plan/ lay out plan approved by the DGTCP. The Applicant cannot affix any cables / wires for electricity, satellite television, telephone / internet connection in the open air.
14. The Company shall endeavour to handover possession of the Plot within 36 months from the date of signing of the agreement to sell/ plot buyer agreement, subject to such conditions as may be provided in the agreement to sell/ plot buyer agreement. It is understood

Name of First Applicant

Name of Second Applicant

Name of Third Applicant



and accepted by the Applicant that the said offer of possession and execution of sale / conveyance deed shall happen only after payment of the entire consideration, as mentioned in the Payment Plan, along with all other dues as may be demanded by the Applicant. In the event of failure of the Applicant to take possession of the Plot upon being intimated about the same, the Companies shall have the option to cancel the allotment and avail the remedies as stipulated in the agreement to sell/ plot buyer agreement or without prejudice to its rights there under, decide to condone the delay by the Applicant in taking over the possession of the Plot, however subject to such terms and conditions as the Companies may impose at that time.

15. The Applicant shall be liable to indemnify and keep the Companies, its agents, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all Terms and Conditions of this Application or in the event the information provided by the Applicant in Schedule-I is discovered to be false.
16. The Companies shall be free to raise finance/ loan from any financial institution/ bank by way of mortgage/ charge/ securitization of the Plot or the receivable, if any, accruing or likely to accrue therefrom, subject to the condition that the Plot shall be freed from any such encumbrance at the time of execution of the conveyance/ sale deed in favor of the Applicant.
17. The Companies reserve their right to assign/ transfer all or any of its rights, entitlements and obligations in respect of the Project in favour of any group company or associate company or a subsidiary company or a special purpose vehicle and the Applicant shall have no objection to the same. In such an event all the letters and correspondence exchanged with the Applicant including the Application Money paid hereunder shall automatically stand transferred in the name of such new company without any alterations in the original terms and conditions.
18. The Applicant agrees and understands that the Plot forms part of a gated complex/ colony within the Project and the Companies shall be appointing an agency/ body ("**Maintenance Agency**") for the maintenance and upkeep of the gated complex/ colony, until the maintenance responsibility is handed over to the local body or any government agency. The Applicant shall have to enter into a separate maintenance/ amenities agreement with the Maintenance Agency in the format provided by the Companies.
19. It is made clear to the Applicant that the Maintenance Agency shall render maintenance services only with respect to the common areas falling within the gated complex/ colony, i.e. outside the Plot boundary and these shall mainly relate to services in respect to the public roads, security, landscaping, sewerage, drainage, rain water harvesting, garbage clearance, water, street lights, pavements, horticulture, etc. and provision of 24 hour power back up to the Plot. The Applicant undertakes to pay the maintenance bills of the maintenance agency for maintaining various services/ facilities from the date of offer of possession by the Companies irrespective whether the Applicant has taken possession or not, until the maintenance services are handed over to the government or any local body for maintenance. The Applicant hereby accepts that provision of such maintenance services shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc ("**Maintenance Charges**") to the Maintenance Agency and performance of all conditions, covenants, obligations and responsibilities of the Applicant under the maintenance agreement.
20. It is made clear to the Applicant that no transfer/ nomination of the provisional allotment shall be permitted by the Companies until the Provisional Allotment Letter as mentioned in paragraph 4 has been issued in favour of the Applicant. Post issuance of the Provisional Allotment Letter, the Companies may, at their sole discretion, upon payment of the transfer charges as may be demanded at that time, which shall also be specified in the Provisional Allotment Letter, permit such transfer/ nomination, however subject to such terms and conditions as the Companies may impose at that time. The Applicant shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/ nomination.
21. In case all or any of the Applicant is a non-resident/ foreign national /person of Indian origin governed by the provisions of the Foreign Exchange Management Act, 1999 and rules/ regulations framed there under or by the Reserve Bank of India in that regard, then it shall be the responsibility and obligation of such Applicant to obtain all necessary permissions, approvals, sanctions etc. as may be required from the governmental authorities and comply at all times with all provisions including but not limited to the remittances

Name of First Applicant

Name of Second Applicant

Name of Third Applicant



from foreign country(ies) to be made to the Companies. The Applicant shall be required to provide and deliver to the Companies all such permissions, approvals, sanctions, documents etc. as may be asked for by the Company. The Companies shall not be liable or responsible for any default or negligence on the part of the Applicant in this regard and the Applicant agrees to keep the Company fully indemnified at all times for any loss, cost, harm or injury caused to it for any reason whatsoever in this regard.

22. In case of more than one Applicant, all notices/ communications by the Company shall be sent to the address of the Applicant first indicated in Schedule-I and delivery of the notices/ communications to such address shall be deemed to have been served on all the Applicants. The Applicant shall be responsible to keep the Companies informed, well in time, of any change in the information/ particulars mentioned in Schedule-I.
23. All disputes with respect to the Terms & Conditions stipulated herein, including the interpretation and validity of the provisions hereof and the respective rights and obligations of the parties shall be settled through arbitration. The provisions of Arbitration and Conciliation Act, 1996 shall apply and a sole arbitrator shall be appointed by the Companies in this regard. The decision of the Arbitrator shall be final and binding on the parties. The venue of arbitration shall be Delhi and only the courts at Delhi shall have the jurisdiction in all matters arising out of this Application, Provisional Allotment Letter and the agreement to sell/ plot buyer agreement or any other Agreement/Document executed between the Applicant and the Company.
24. The Terms & Conditions mentioned herein shall be in addition to those specified in the agreement to sell/ plot buyer agreement. In case of any inconsistency between the Terms & Conditions mentioned herein and terms and conditions specified in the agreement to sell/ plot buyer agreement, the terms and conditions specified in the latter, shall supersede.
25. The Applicant has seen the documents/ papers as available with the Company in relation to the Project, including but not limited to the title documents, building plans/ sanction and other approvals obtained from the Competent Authority and the present Application has been made by him after being fully satisfied about the rights, title and interest possessed by the Companies over the same and quality of construction at the Project. The Applicant acknowledges having inspected the relevant documents including but not limited to the title documents, sanctions/ licenses/ approvals obtained in relation to the Project, offer brochure/ prospectus of the Project etc. and has also taken clarifications with respect to the Project. The Applicant confirms that no further enquiry or diligence in this regard shall be required by him at any stage in future.
26. The present Application has been made by the Applicant after having full knowledge of all the Applicable Laws, rules, regulations, statutes, notifications, circulars etc., as may be applicable in respect of the Companies and/ or development of the Project. The present Application and provisional / final allotment shall at times be subject to the same.
27. The Applicant will be required to submit an Affidavit to the Company confirming that they shall comply to all the Terms & Conditions of the above application form. This will be submitted before the final Allotment Letter is issued to the Applicant.

Name of First Applicant

Name of Second Applicant

Name of Third Applicant



Anant Raj Group

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