



Application Form No: _____

Dated: _____

APPLICATION FOR ALLOTMENT OF INDEPENDENT RESIDENTIAL FLOOR





APPLICATION FOR PROVISIONAL ALLOTMENT

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

Dear Sir,

I/ We make this application for the provisional allotment of an independent residential floor of size _____ sq. ft. (approximate Super Area) on the _____ floor ("**Independent Floor Unit**") 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 the Independent Floor Unit, I/we agree to pay the total consideration of the Independent Floor Unit 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 Independent Floor Unit 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 Independent Floor Unit 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 Independent Floor Unit 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 INDEPENDENT FLOOR UNIT SPECIFICATIONS

(Tick whichever appropriate)

The applicant to specify the preferred type of unit as mentioned below:

Independent Floor Type:

Ground floor unit (with exclusive rights to use only the garden block in the rear courtyard earmarked as Limited Areas)	_____
First floor unit	_____
Second floor unit (with exclusive rights to use only the open space / area on the terrace earmarked as Limited Areas)	_____

Location preferred by the Applicant	
• Facing road width > 24 meters	_____
• East facing	_____
• North / North-East facing	_____
• Green belt / park facing	_____
• Corner plot	_____

Booking Direct / Broker : _____

Name of Broker : _____

Sign & Stamp of Broker : _____

Date : _____

The Applicant agrees that the allotment of the independent floor unit in the preferred location of the Applicant is subject to the availability, and the Companies shall not be bound to provide or allocate an independent floor unit 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)

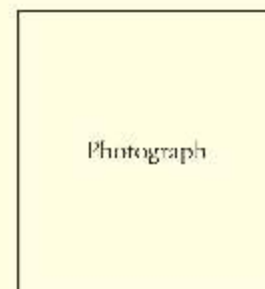
Sole / First Applicant : _____

Son / Wife / Daughter of : _____

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 : _____

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.

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

Name of First Applicant

Name of Second Applicant

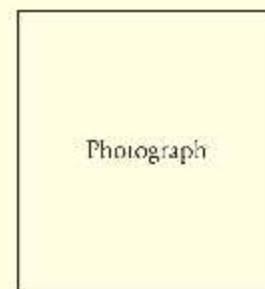
Name of Third Applicant



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 APPLICANT'S 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	:	<hr/> <hr/>	Photograph
Authorized Partner	:	<hr/>	
Date of Formation	:	<hr/>	
Registered Office Address	:	<hr/> <hr/> <hr/>	
City	:	<hr/>	
State	:	<hr/>	
Pin Code No	:	<hr/>	
Correspondence Address	:	<hr/> <hr/> <hr/>	
City	:	<hr/>	
State	:	<hr/>	
Pin Code No	:	<hr/>	
Tel / Fax	:	<hr/>	
E-Mail address	:	<hr/>	
Nationality	:	<hr/>	
Residential Status	:	<hr/>	
[Resident / Non-Resident / Foreign Firm]	:		
PAN	:	<hr/>	

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 APPLICANT'S 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)

(with 10% rebate on BSP)

S.No.	Payment Due	Installment
1	At time of Booking	As applicable
2	Within 45 days from date of booking (with 10% rebate on down payment amount)	95% BSP (Less booking amount) + 100% EDC/IDC
3	On offer of possession	5% - ST - EDC/IDC + IFMSD - Stamp Duty + Registration charges + Club + other charges

CONSTRUCTION LINKED INSTALLMENT PLAN (B)

S.No.	Payment Due	Installment
1	On booking	As applicable
2	Within 60 days from the date of allotment.	20% of BSP (less booking amount)
3	On commencement of construction	15% of BSP + 25% of EDC/IDC
4	On commencement of first floor roof slab	15% of BSP + 25% of EDC/IDC
5	On commencement of second floor roof slab	15% of BSP + 25% of EDC/IDC
6	On completion of brick work & internal plastering	10% of BSP + 25% of EDC/IDC
7	On completion of internal work & services	10% of BSP
8	On completion of internal finishing	10% of BSP
9	At the time of offer of possession	5% of BSP + IFMSD + Stamp duty + Registration charges + Club + other charges

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

Terms & Conditions:

01. Cheques/Bank Drafts to be issued in favor of "Anant Raj Limited" payable at New Delhi only.
02. Prices are subject to change without any prior notice.
03. Service tax shall be payable as applicable along with respective instalments as per govt. norms.
04. Unit price excludes EDC/IDC, IFMS, Club and other charges.
05. The down payment discount subject to change from time to time.
06. In the event the government / competent authority enhances external development charges, infrastructure development charges, service tax or any other charges payable in relation to the project, the price shall be revised accordingly.
07. Recurring monthly maintenance charges will be charged as per Company policy.
08. Transfer will be allowed only as per the Company policy. Please refer to clause no. 24 in the application form.
09. The Provisional Allotment Letter, Final Allotment Letter & Agreement to Sale are non transferable.
10. The issuance of Provisional Allotment Letters is totally as per the Company discretion & mere submission of the application form does not guarantee the allotment to the applicant.

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.

“**Car Park Space**” shall mean parking space for two (2) cars to be provided within the plot on which the Said Building would be constructed.

“**Common Areas**” shall mean those areas / spaces in the Said Building or within the plot on which the Said Building would be constructed, mentioned in Part A of Schedule-V, which shall be available for use and enjoyment of all occupants of the Said Building.

“**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 Independent Floor.

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

“**Earnest Money**” shall have the meaning assigned to it under paragraph C.10 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.

“**Limited Areas**” shall mean those areas / spaces in the Said Building or within the plot on which the Said Building would be constructed, mentioned in Part B of Schedule-V, which shall be available for exclusive use and enjoyment of the Applicant.

“**Maintenance Agency**” shall have the meaning assigned to it under paragraph C.22 herein.

“**Maintenance Charges**” shall have the meaning assigned to it under paragraph C.23 herein.

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

Name of First Applicant

Name of Second Applicant

Name of Third Applicant



“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.

“Said Building” shall mean the residential building in which the Independent Floor Unit is situated.

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

Name of First Applicant

Name of Second Applicant

Name of Third Applicant



by the Applicant shall be refunded within 60 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 Independent Floor Unit 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.
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 Independent Floor Unit 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 Independent Floor Unit 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, floor 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 Independent Floor Unit 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 Independent Floor Unit and the Companies shall be free to allot, sell, transfer, lease or otherwise deal with the Independent Floor Unit 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 the 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.

Name of First Applicant

Name of Second Applicant

Name of Third Applicant



8. The Applicant agrees and acknowledges that the Project is in the 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, size, built-up area, lawn area and terrace area, as may be applicable (-/+ 20%) of the Independent Floor. As per the building bye laws prevalent in Gurgaon, the Said Building on the plot, at present, would comprise of basement, ground floor, first floor and second floor. In the event, building bye laws permit construction of additional floor(s) over and above the second floor, the Companies shall have the right to undertake the same. The Applicant unequivocally consents to any such additional construction by signing this Application and shall not raise any objection / claim in this regard. In case Companies require the Applicant to sign any application / document, for the purposes of submission of revised building plans to the Competent Authority, Applicant shall sign the same without any demur or protest. Any such additional construction / floor(s) shall vest absolutely with the Companies and they shall have the right to allot, sell, transfer, lease or otherwise deal with the same in any manner whatsoever to any prospective buyer/ third party of its choice. In such cases, the additional floor(s) shall be provided with the car park space of two (2) cars within the said plot and the Limited Areas in the Said Building mentioned in Part B of Schedule-V, appurtenant to the second floor unit, shall be considered as the Limited Areas appurtenant to the top most floor then constructed on the plot. In case the Applicant herein has selected the second floor under this Application, he shall not raise any objection / claim to the same.

The Applicant agrees that all such changes and modifications as may be carried out by the Companies in relation to the Project and/or Independent Floor Unit shall be communicated to the Applicant 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 Independent Floor Unit 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.

9. The consideration mentioned in the "Payment Plan" annexed as **Schedule-II** to this Application is in respect of the following -
- (i) Exclusive ownership of Usable Area of the Independent Floor Unit (i.e. wall-to-wall area) of specifications mentioned in **Schedule-IV** along with all easements, privileges, rights and benefits attached thereto,
 - (ii) Proportionate undivided ownership of the plot of land on which the Said Building would be constructed,
 - (iii) Proportionate undivided right and interest in the Common Areas in the Said Building mentioned in Part A of Schedule-V,
 - (iv) Exclusive right to use and occupy the Limited Areas in the Said Building mentioned in Part B of Schedule-V, as appurtenant to the unit allotted to the Applicant,
 - (v) Exclusive right to use and occupy the Car Park Space, as appurtenant to the unit allotted to the Applicant.

It has been made clear by the Companies and the Applicant has understood that the consideration stated in the "Payment Plan" annexed as **Schedule-II** has been computed on the basis of Super Area of the Independent Floor. Notwithstanding the fact that the consideration is computed on the basis of Super Area, it is specifically made clear to the Applicant that the area to be under his exclusive possession shall be the Usable Area of the Independent Floor. The reference and inclusion of the term 'Super Area' is only for the purposes of computation of consideration and does not give any exclusive ownership or title over the Common Areas or Limited Areas in the Said Building to the Applicant, except a right and interest to use the same whether along with other occupants of the Said Building or exclusively as the case may be.

The Applicant agrees that the calculation of Super Area in respect of the Independent Floor Unit is tentative at this stage and subject to variations till the completion of construction. In the event of any increase or decrease in the Super Area as a result of such variations or such other reasons, the revised Super Area shall be applicable for the purposes of computation of the consideration. In the event of

Name of First Applicant

Name of Second Applicant

Name of Third Applicant



any such change/ revision in the Super Area, the Companies shall inform the Applicant about the same along with the consequent change/ revision in the consideration. The Applicant hereby agrees that any such change / revision in the Super Area of the Independent Floor Unit shall be acceptable and binding upon him and he shall be liable to pay for any additional consideration and charges that may be asked for by the Companies due to such reason. The change/ variation in the Super Area of the Independent Floor Unit may have impact on the Usable Area, however in no event the Usable Area of the Independent Floor Unit shall be less than 90% of the Super Area as mentioned in this Application.

The consideration does not include the cost of electric fittings & fixtures other than the ones mentioned in the specifications which will be provided by the Company. Additional fixtures shall be installed by the applicant himself. The Applicant shall have to pay for the electricity & water charges directly to the authorities/agency as per the bills issued by the government authorities or the Maintenance Agency from time to time. The Applicant may install and run its own power back-up systems of UPS, inverter systems etc. however 100% electrical power back up is being provided by the Companies. If the Applicant desires any enhanced load of electricity or additional water connection at the Independent Floor, he may make an application for same to the concerned government authority or the Maintenance Agency. It is clarified that all costs and expenses towards installation of the enhanced electricity load or additional water connection at the Independent Floor Unit shall be borne and paid by the Applicant.

10. **“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 Independent Floor Unit and the Companies shall be free to allot, sell, transfer, lease or otherwise deal with the Independent Floor Unit in any manner whatsoever to any prospective buyer/ third party of its choice.
11. In the event the Independent Floor Unit 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 Independent Floor Unit 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.
12. 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 Independent Floor, the Applicant shall be liable to pay such additional/ revised amount to the Companies in proportion to the Super Area of the Independent Floor, 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.
13. 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.
14. The Applicant has carefully scrutinized and accepted the building plans sanctioned at this stage in respect of the Independent Floor. The Applicant agrees and undertakes to use the Independent Floor Unit for residential use only and maintain the same along with the

Name of First Applicant

Name of Second Applicant

Name of Third Applicant



Common Areas mentioned in Part A of Schedule-V at his own cost and expenses in a good habitable condition and shall not do or cause to be done anything which could be contrary to the applicable building bye laws. The Applicant shall not carry out any addition or modification, temporary or permanent, in the Independent Floor Unit including the façade colour scheme / texture, front / rear lawns, terrace, and shall not put up any structure, temporary or permanent to cover any other open areas of the Independent Floor. The Applicant shall not put up any signboard / billboard / neon light / poster or publicity material etc. at any place on the Independent Floor, except for the nameplate at the place designated for the same. The Applicant shall be responsible to keep and maintain the area outside the plot on which the Said Building would be constructed and shall not place any garbage, old discarded furniture or household equipments etc. so as to affect the cleanliness of the Project. The Applicant would be provided with the Car Park Space inside the plot on which the Said Building would be constructed and in no case any additional cars shall be parked outside the boundary wall of the said plot. It is clearly understood by the Applicant that he shall at no time have the ownership or title over the Car Park Space, but only the exclusive right to use and occupy the same for himself. As the Car Park Space is an integral and indivisible part of the Independent Floor, the Applicant undertakes not to transfer the exclusive right to use and occupy the same in favour of any third party without the conveyance, sale, transfer and assignment of the Independent Floor.

15. The Applicant agrees and understands that the space / area on the terrace of the Said Building for services and amenities etc. earmarked as Common Area shall be for common use and enjoyment of all occupants of the Said Building and all occupants shall have un-hindered right of access to the same. However, the open space / area on the terrace of the Said Building earmarked as Limited Areas shall be appurtenant to the second floor unit and shall be for the exclusive use and occupation of the allottee of the second floor. The allottees of ground and first floor units shall not have any right in respect of such open space / area on the terrace earmarked as Limited Areas. A storage space at the basement level shall be provided to each unit holder at the Said Building. The Applicant undertakes not to use the basement for a purpose other than for domestic storage.
16. The Applicant may carry out such interior non-structural alterations / decorations to the Independent Floor, such as erecting false ceiling, internal electrification for lighting, fans, power points, cabling for telecom and computer systems, but without affecting the strength and stability of the structure. The Applicant agrees and undertakes that while doing so in case any prior permission / approval is required from the Competent Authority, the Applicant shall obtain the same at his own cost and expenses. Any such interior works shall be carried out by the Applicant in such manner so as not to cause any nuisance, annoyance, disturbance to any other occupant of the Project. The Applicant shall not pose any fire, electrical, structural hazards to the Independent Floor Unit or Project and shall be liable, at all times, to indemnify the Companies for any loss or damage incurred by them in this regard.
17. 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 no addition or modification, temporary or permanent, structural or otherwise, is carried out on the plot on which the Said Building would be constructed. The Independent Floor Unit or the plot on which the Said Building would be constructed 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 DGTC. It is clarified that Applicant cannot affix any cables / wires for electricity, satellite television, telephone / internet connection in the open air.
18. The Company shall endeavour to handover possession of the Independent Floor Unit within 36 months from the date of signing of the floor buyer agreement, subject to such conditions as may be provided in the floor buyer agreement. It is understood 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 Companies. In the event of failure of the Applicant to take possession of the Independent Floor Unit upon being intimated about the same, the Companies shall have the option to cancel the allotment and avail the remedies as stipulated in the floor 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 Independent Floor, however subject to such terms and conditions as the Companies may impose at that time.
19. The Applicant shall be liable to indemnify and keep the Companies, its agents, representatives etc. 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.

Name of First Applicant

Name of Second Applicant

Name of Third Applicant



20. The Companies shall be free to raise finance/ loan from any financial institution/ bank by way of mortgage/ charge/ securitization of the Independent Floor Unit or the receivable, if any, accruing or likely to accrue therefrom, subject to the condition that the Independent Floor Unit shall be freed from any such encumbrance at the time of execution of the conveyance/ sale deed in favor of the Applicant.
21. 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.
22. The Applicant agrees and understands that the Independent Floor Unit 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.
23. It is made clear to the Applicant that the Maintenance Agency shall render maintenance services only with respect to the areas and services outside the boundary wall of the plot on which the Said Building would be constructed, within the gated complex/ colony, 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 Independent Floor. 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.
24. 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.
25. 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 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.
26. 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.

Name of First Applicant

Name of Second Applicant

Name of Third Applicant



27. 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 Independent Floor Unit buyer agreement.
 28. The Terms & Conditions mentioned herein shall be in addition to those specified in the Independent Floor Unit buyer agreement. In case of any inconsistency between the Terms & Conditions mentioned herein and terms and conditions specified in the Independent Floor Unit buyer agreement, the terms and conditions specified in the latter, shall supersede.
 29. 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.
 30. 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.
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Name of First Applicant

Name of Second Applicant

Name of Third Applicant



SCHEDULE-IV COMMON AREAS & LIMITED AREAS

Part A: Common Areas

- Internal staircase
- Mumty
- Overhead and underground water tanks
- Open space on the terrace earmarked for common use of all unit holders at the Said Building
- Electricity panel / board
- Electrical & plumbing shafts
- Sewer pit
- Driveway for common car park at the stilt level.
- Front lawn
- Lift shaft and machine room on the terrace

Part B: Limited Areas

- Rear lawn (for the exclusive use and occupation of the ground floor owner)
 - Open space on the terrace earmarked for the exclusive use and occupation of the top floor owner
 - Separate storage space at the basement provided to each unit holder i.e. ground floor, first floor & second floor.
-

Name of First Applicant

Name of Second Applicant

Name of Third Applicant



SCHEDULE-V SPECIFICATIONS

ENTRY LOBBY, LIVING, DINING ROOM & OTHER COMMON AREAS

Floor	Marble flooring / Vitrified Tiles
Walls	Plastic emulsion paints
Ceiling	Oil bound distemper

BED ROOMS

Floor	Marble flooring / Vitrified tiles / Wooden flooring in master bedroom and other bedrooms
Walls	Plastic emulsion paints
Ceiling	Oil bound distemper

BALCONY AREAS

Floor	Anti skid tiles
Walls	Weather proof exterior paint
Ceiling	Weather proof paint / Oil bound distemper

KITCHEN

Floor	Anti skid tiles
Walls	Tiles / Granite
Counter	Granite / Udaipur green marble
Fittings & Fixtures	Modular kitchen with hob, chimney and C/P fittings, stainless steel sink

TOILETS

Floor	Granite / Imported marble / Anti skid tiles
Walls	Ceramic tiles till ceiling heights
Counter	Granite / Imported marble
Fittings & Fixtures	European faucets, WCs & wash basin, shower enclosure in master bedrooms

SERVANT ROOMS & TOILET (IF PROVIDED)

Floor	Ceramic tiles
Walls	Oil bound distemper
Ceiling	Oil bound distemper

DOOR SHUTTERS

External Door	Teak veneered & polished shutter, Aluminum / UPVC
Internal Door	Seasoned hardwood frames with teak veneer

Name of First Applicant

Name of Second Applicant

Name of Third Applicant



SCHEDULE-V SPECIFICATIONS

ELECTRICAL & ELECTRICAL FITTINGS

Copper electrical wiring / power point television & phone sockets with protective MCB's / ELCB's modular switches / fans in all bedrooms, living, dining & exhaust fan in all toilets & kitchen.

BASEMENT

Floor	Ceramic tiles / vitrified tiles / laminate wooden flooring
Walls	Oil bound distemper
Ceiling	Oil bound distemper

FACADE

Weather proof texture / rustic paint finish

LIFTS

Exclusive lift in each plot

SECURITY

24x7 security surveillance system

FACILITIES

Exclusive 2 car parks on stilt level for each floor (i.e. total 6 car parks.)
Common garden in front of each plot.
Exclusive rear side garden to the ground floor occupant / Allottee

PLUMBING & SANITARY

Designer sanitary ware equivalent to Duravit / Kohler / American Standard & Fittings GROHE and shower cubical with shower panel.

AIR-CONDITIONING

Split AC provided



Eco friendly Design



Gated Community



Advanced Security Systems



24/7 Power Back-up



Round-the-clock Facilities Management



All Underground Cabling



Sewage Treatment Plant



Treated Water Supply



Rain Water Harvesting

Disclaimer : a)All floor plans, specifications, artistic renderings and images in this brochure are indicative and are subject to change as decided by the company or by any competent authority in the best interest of the development. Soft furnishing, furniture and gadgets are not part of the offering.
b)Marble / Granite being natural materials have inherent characteristics of color and grain variations Utility / S. Room shall not be provided with air conditioning. Specifications are indicative and are subject to change and decided by the company or competent authority. Marginal variations may be necessary during construction. The extent / number / variety of the equipments / appliances and makes/ brands thereof are tentative and liable to change at the sole discretion of the Company. The applicant / allottee shall not have any cause objection in this regard.



FOR OFFICE USE ONLY

S. No.	Date	Description	Signature



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