



**Application for Provisional Allotment of Apartment in "MACEO" situated at Sector91,
Gurgaon, Haryana**

Reference No:

Dear Sir,

I/We understand that M/s. Anant Raj Industries Limited (hereinafter referred to as the "Company") is developing a group housing colony, namely "MACEO" upon plot of land admeasuring approx. 15.575acres at Sector91, Gurgaon, Haryana (hereinafter referred to as the "Said Project").

I/We submit this Application for Provisional allotment of Apartment(s) and an exclusive right to use Parking Space (as per details given below) in your proposed Project "MACEO, having examined the documents pertaining to the ownership, use, rules and regulations applicable, sanctions required and tentative sales plan of the Said Project, under the down payment/installment payment plan and construction linked plan.

I/We remit herewith a sum of Rs. _____/ (Rupees _____) by Bank/ Draft/ Cheque No. _____ dated _____ drawn on _____ and undertake to remit a further sum of Rs. _____ within 30 (Thirty) days of aforesaid payment i.e. 15% of the Basic Sale Price (hereinafter referred to as "Earnest Money") as Application amount drawn in favour of the Company, payable at New Delhi, in respect of Provisional Allotment, if made, of the Apartment(s).

In the event of the Company agreeing to provisionally allot an Apartment(s), I/We agree to pay further installments of Total Price and all other amounts, charges, dues, levies, as per the payment plan opted by me/us and/or as and when demanded by the Company and/or in accordance with the terms of this Application/ Agreement as explained to me/us by the Company and understood by me/us, failing which, my/our provisional allotment of the Apartment (s) will be treated as cancelled and the Earnest Money paid by me/us shall stand forfeited by the Company.

I/We have clearly understood that by submitting this Application I/We do not become entitled to the final allotment of the Said Apartment (hereinafter defined) in the Said Project, notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered with the Application or any other amount, nor does this Application constitute an Apartment Buyer's Agreement. I/We understand that if the Company is not in a position to finally allot the Said Apartment within a period of one year for any reason whatsoever, the Company shall refund the amounts deposited by me/us with simple interest @ 9% per annum calculated for the period such amounts have been lying with the Company for which I/We will give notice to the Company after the expiry of one year. The Company shall refund such amount within 30 days of receipt of such notice by registered post and thereafter upon dispatch of such refund by the Company, this Application and the Apartment Buyer Agreement, if executed, shall automatically stand cancelled and be unenforceable in any manner whatsoever and I/We shall be left with no right, title or interest in the provisional allotment and having agreed to this condition I/We agree not to raise any dispute or claim against the Company. I/We understand that the Company shall have no other liability of any kind except the refund of this amount.



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I/We acknowledge that the Company has provided all the information and clarifications as required by me/us and I/We are fully satisfied with the same and I/We have relied on our own independent judgment and investigation in deciding to apply for provisional allotment of the Said Apartment. I/We have not relied upon and/or am/ are not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by the Company, or any selling agents/brokers or otherwise including but not limited to any representations relating to description or physical conditions of the Said Project/ Said Apartment. No oral or written representations or statements shall be considered to be a part of this Application and this Application is self contained and complete in all respects.

Notwithstanding anything contained herein this Application I/We understand that the Application will be considered as valid and proper only on complete scrutiny of all the details and documents submitted by the Applicant(s) and realization of the amount tendered in terms of this Application, as applicable.

MY/OUR PARTICULARS ARE GIVEN BELOW FOR COMPANIES RECORDS AND REFERENCE.

Paste Self Attested Picture Here

SOLE/FIRST APPLICANT

(Compulsory to fill all the details along with passport size photograph)

M/s/Mr./Ms. _____

S/W/D of _____

Guardian's Name (if minor) _____

Date of Birth _____ Nationality _____

PAN _____ Ward/Circle/Range (where assessed) _____

Occupation: Service () Profession ()

Business () Student ()

Housewife () Any Other _____ (Please specify)

Residential Status: Resident Non-Resident Indian Foreign National of Indian Origin Others (Please Specify)

Correspondence Address: _____ Pin _____

Permanent Address: _____ Pin _____

Phone No. _____ STD/ISD Code _____

Office Address: _____ Pin _____

Signature of the Sole/First Applicant

Signature of the Second Applicant



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Contact No.: Office _____ Residence _____ Mobile _____
Fax _____ Email _____

Paste Self
Attested
Picture Here

SECOND APPLICANT (Compulsory to fill all the details along with passport size photograph)

M/s/Mr./Ms. _____

S/W/D of _____

Guardian's Name (if minor) _____

Date of Birth _____ Nationality _____

PAN _____ Ward/Circle/Range (where assessed) _____

Occupation: Service () Profession ()

Business () Student ()

Housewife () Any Other _____ (Please specify)

Residential Status: Resident Non-Resident Indian Foreign National of Indian
Origin Others (Please Specify)

Correspondence Address: _____ Pin _____

Permanent Address: _____ Pin _____

Phone No. _____ STD/ISD Code _____

Office Address: _____ Pin _____

Contact No.: Office _____ Residence _____ Mobile _____

Fax _____ Email _____

OR

*M/s. _____ a partnership firm duly registered under the Indian Partnership Act 1932, through its partner authorized by resolution dated _____ Shri/Smt. _____

(copy of the resolution signed by all Partners required). PAN/ TIN: _____ Registration no. _____



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*M/s. _____ a Company registered under the Companies Act, 1956, having its corporate identification no. _____ and having its registered office at _____ through its duly authorized _____ signatory Shri/Smt. _____ authorised by Board resolution dated _____ (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required). PAN: _____

DETAILS OF APARTMENT REQUESTED:

Apartment No.: _____ Tower No _____ Floor _____
 Super Area:] _____ Sq. Mtrs.(Approx)] _____ Square Feet(Approx)
 Parking Space(s) No: Covered _____ Stilted _____ Open _____

DETAILS OF PRICING:

Basic Sale Price: Rs. _____ (Rupees _____ only) per Square Feet of Super Area
 Cost of Parking Space(s): Covered: Rs. _____ (Rupees only)
 Open : Rs. _____ (Rupees only)
 PLC, as applicable @ Rs. _____ (Rupees only)

Payments to be made by A/c Payee Cheque(s)/Demand Draft(s) in favor of 'M/s Anant Raj Industries Limited', Payable at New Delhi.

I/we enclose herewith, self-attested copies of following documents for your records and reference.

- (i) Ration Cards/Voter's Identity Cards
- (ii) PAN Cards
- (iii) Specimen signatures duly verified by bankers (in original) (additional documents in cases of artificial persons like companies, societies etc.)
- (iv) Memorandum and Articles of Association
- (v) Resolution in favour of signatory passed by Board/Governing Body (in original) (additional documents in cases of partnership firms)
- (vi) Partnership deed
- (vii) Letter of authority signed by all partners in favour of signatory (additional documents in cases of Foreign Nationals & NRIs)
- (viii) Passport & document regarding payment through NRE/NRO/FCNR account.

DECLARATION:

I/We the Applicant(s) do hereby declare that the above particulars/information given by me/us is true and correct and nothing has been concealed there from. I/We have read, understood and

Signature of the Sole/First Applicant

Signature of the Second Applicant



agreed to sign the enclosed terms and conditions herein and undertake to abide by the terms and conditions of allotment letter/Apartment Buyer's Agreement to be executed including those related to payment of any amount and forfeiture of Earnest Money and non-refundable amounts as laid down herein.

Yours faithfully,

Signature of Sole/First Applicant

Signature of Second Applicant

Name:

Name:

Date:

-----FOR OFFICE USE ONLY-----

RECEIVING OFFICER:

Name : _____

Signature : _____

Date : _____



MACEO

1. ACCEPTED / REJECTED

2. DETAILS OF APARTMENT AND PRICING

A)	Application accepted for Apartment No.: _____ Tower No. : _____ Floor _____ Super Area: _____ Sq. mtrs.(approx) _____ Square Feet(approx)	
B)	i) Basic Sale Price of Apartment (Super Area)	@ Rs. Per sq. ft. (Rs. _____)
	ii) Additional Charges for Apartment	
	Preferential Location Charge;	Rs. _____
	Car Parking Space (covered)	No. _____ Rs. _____
	Open Car Parking Space	No. _____ Rs. _____
	Club Membership Registration Charges	Rs. _____
C)	External Development Charges (EDC)	@ Rs. _____ per sq. Mtr (Rs _____ per sq. ft.)
D)	Infrastructure Development Charges (IDC)	@ Rs. _____ per sq. Mtr (Rs _____ per sq. ft.)
E)	Other Charges	
	Interest Free Maintenance Security	@ Rs. _____ per sq. Mtr (Rs _____ per sq. ft.) (Rs. _____)
	Total Price	

3. PAYMENT PLAN:]

ONE TIME PAYMENT PLAN CONSTRUCTION LINKED

1. Payment received Vide Cheque/ DD/ Pay Order No. _____ dt.: _____ for Rs. _____ (Rupees _____ only).

2. Provisional Booking Receipt No.: _____ Dt.: _____

6. Particulars of Dealer/Broker/Facilitator/Intermediary (if any)

- i. Name: _____
- ii. Address: _____
- iii. PhoneNo _____

Signature with rubber seal
Name _____

Designation _____



Date:
Place:

VERIFIED:

ACCEPTED:

NAME:

NAME:

DESIGNATION:

DESIGNATION:

INDICATIVE TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR PROVISIONAL ALLOTMENT OF APARTMENT(S) IN MACEO IN SECTOR 91 Gurgaon, Haryana .

The terms and conditions given below are indicative with a view to acquaint The Applicant(s) with the terms and conditions as comprehensively set out in the Agreement which may be executed between the Applicant(s) and the Company.

DEFINITION AND INTERPRETATION

In this Application, the following words and expressions, when capitalized, shall have the meanings assigned herein otherwise, such words and expressions shall be attributed their ordinary meaning.

Signature of the Sole/First Applicant

Signature of the Second Applicant



“Act” means the Haryana Apartment Ownership Act 1983, other rules, statutory enactment, amendment or any modification thereof.

“Additional PLC” means the charges payable in addition to the PLC for the Said Apartment being additionally preferentially located calculated on per Sq. Ft. basis of the super area of the Said Apartment.

“Agreement” means the Apartment Buyers Agreement to be executed by and between the Applicant(s) and the Company on the Company’s standard format.

“Applicant(s)” means person(s) applying for the provisional allotment of the Said Apartment, whose particulars are set out in this Application who has appended his signature in acknowledgement of having agreed to the terms and condition of this Application.

“Application” means whole of this Application for provisional allotment including all annexure, schedules, terms and conditions for provisional allotment of the Said Apartment in the Said Project.

“Company” means Anant Raj Industries Ltd., having, its office at H-65, Connaught Circus, New Delhi-110001 and includes its affiliates, permitted assigns, subsidiary (ies) and associates.

“Common Land Area” means the land which is available for the use of all the owners of apartments and other buildings, including but not limited lands occupied by the internal roads, play ground, land housing the facilities such as water and sewerage treatment plants, electrical landing station, substations and structures housing power back up equipments such as diesel generating sets (DG Sets), and any other lands, as may be specified and earmarked by the Company in the approved plans along with amenities and facilities thereon.

“Earnest Money” means 15% of the basic sale price of the Said Apartment payable by the Applicant (s).

“EDC” shall mean the External Development Charges levied/ leviable on the Said Project (by whatever named called or in whatever form) imposed by the government authority or any other competent authority and includes any increase in such charges.

“IDC” shall mean the Infrastructure Development Charges levied/leviable (by whatever name called now or in future) by the governmental authority for recovery of cost of development of state/national highways transport, irrigation facilities etc. including additional levies, fees, cesses, charges and any further increase in any such charges.

“IFMS” means the Interest Free Maintenance Security Deposit to be paid by the Applicant for the maintenance and upkeep of the Said Project/ Said Building / Said Apartment to be paid as per the payment plan to the Company or to the Maintenance Agency @ **Rs. 50/- (Rupees Fifty Only)** per Sq. Ft. of the super area of the Said Apartment.

“Maintenance Agency” means the person(s) who shall carry out the maintenance and upkeep of the Said Project and who shall be responsible for providing the maintenance services within the Said Project/Said Building/ Said Apartment, which can be the company or an association of apartment owners or such other agency/body and/or company to whom the Company may handover the maintenance of the Said Project.



“Non Refundable Amounts” means interest paid or due on delayed payments, deduction of brokerage paid by the Company, if any, etc.

“Parking Space(s)” means Parking Space allotted to the Applicant(s) details of which are mentioned above in this Application.

“PLC” means charges for the Preferential Location against the Said Apartment as applicable, to be calculated on per Sq. ft./Per Sq.Mtrs. basis of super area of the Said Apartment including but not limited to superior location, park facing, private lawn etc.

“Said Apartment” shall mean the specific apartment applied for by the Applicant(s) in the Said Building, details of which has been setout in the Application and includes an alternative apartment, if allotted to the Applicant(s) in lieu of the Said Apartment.

“Said Building/ Tower” means the Building/ Tower in the Said Project, as mentioned in this Application in which the Said Apartment may be located.

“Said Land” means the land admeasuring approximately 15.575 Acres situated at sector 91 Gurgaon, Haryana

“Said Project” means the proposed Project “Maceo” to be developed on Said Land as per the building plans as approved/ to be approved by the competent authority/government body comprising of residential apartments, buildings, club house etc.

“Taxes” shall mean any and all taxes paid or payable by the Company by way value added tax, sales tax, central sales tax, works and contract tax, workers welfare cess/ fund, service tax, education cess or any other taxes by whatever name called levied or collected by any agency/ authority of the state, in connection with the development/construction of the Said Apartment/Said Building/Said Project.

“Total Price” means the amounts amongst others, payable for the Said Apartment which includes basic sale Price, PLC, IFMS, pro-rata share of EDC and IDC, and cost of Parking Space but does not include other amounts, charges, security amounts etc. which are payable as per the demand of the Company in accordance with the terms of this Application, including but not limited to:-

- (i). additional IDC/ EDC, wealth tax, service tax, government rates, tax on land, fees or levies of all and any kinds by whatever name called on the Said Project.
- (ii). maintenance charges, additional PLC, property tax, municipal tax on the Said Apartment.
- (iii). stamp duty, registration and incidental Charges as well as expenses for execution of the Agreement and conveyance deed etc. which shall be borne and paid by the Applicant(s)
- (iv). Taxes.
- (v). the cost for installation of the equipment for procuring and supplying electricity, cost for electric and water meter as well as charges for water and electricity connection, LPG gas connection and consumption charges
- (vi). club charges, as applicable.



- (vii). cost of additional Parking Space(s), if any allotted to the Applicant(s).
- viii). any other charges that may be payable by the Applicant(s) as per the other terms of the Application and such other charges as may be demanded by the Company.

Which amounts shall be payable by the Applicant(s) in accordance with the terms and conditions of the Application/ Agreement as per the demand raised by the Company from time to time.

“Undivided Share of Land” means the undivided proportionate share of the land on which the Said Project is being developed excluding the Common Land Area calculated in proportion to the Super Area of the Said Apartment to the total super area of all the apartments, other buildings, etc., including the club.

For all intents and purposes and for the purpose of the terms and conditions set out in this Application, singular includes plural and masculine includes feminine and other gender.

1. The Applicant(s) has applied for provisional allotment of the Said Apartment with full knowledge of all the laws/notifications and rules applicable to the group housing colony in the Said Project and is fully aware of all the limitation and obligations of the Company in relation to and in connection with the development/ construction of the Said Apartment/Said Building/Said Project and has also satisfied himself about the arrangements/title/interest/ rights of the Company in the land on which Said Apartment/Said Building/Said Project is being developed/constructed and has understood all limitation or obligations of the Company in respect thereof. The Applicant(s) confirms that no further investigation in this regard is required by him/her.
1. The Applicant(s) is aware that the building plans for the Said Project in which the Said Apartment(s) is located are awaiting sanctions by concerned authority (ies) and since the concerned authority has yet to communicate its approval, the work will commence only after all the requisite permissions and sanctions are granted.
3. The Applicant(s) understands and agrees that the provisional and/or final allotment of the Said Apartment is entirely at the sole discretion of the Company and further the Company has a right to reject any provisional and/or final allotment without assigning any reason thereof.
4. That the allotment letter, when issued, by the Company provisionally allotting the Said Apartment(s) in the Said Project shall be binding on the Applicant(s) to purchase the same and the Applicant(s) will have to execute all the necessary documents, affidavits, including standard Apartment Buyer’s Agreement as stated herein. If, however, Applicant(s) fail to execute the necessary documents/affidavit including standard Apartment Buyer’s Agreement, within stipulated time and/or 30 days from the date of offer of allotment by the Company, then this Application may be treated as cancelled only at the sole discretion of the Company. It is specifically understood by the Applicant(s) that upon execution, the terms and conditions as set out in the Apartment Buyer’s Agreement shall supersede the terms and conditions as set out in this Application.
5. The Applicant(s) understands and confirms that the provisional allotment of the Said Apartment(s) shall not be construed as sale or transfer under any applicable law and the title to the Said Apartment(s) hereby allotted shall be conveyed and transferred to the Applicant(s) only upon his fully discharging all the obligations undertaken by the



Applicant(s) including payment of the total sale consideration and other applicable charges/dues and only upon registration of the Conveyance/Sale deed in his favour.

6. The Applicant(s) shall pay the Total Price of the Said Apartment in accordance with the payment plan opted by the Applicant(s) and in addition, the Applicant(s) shall also be liable to pay all other amounts, charges and dues mentioned in this Application and /or the Agreement in accordance with the demand raised by the Company from time to time. The Applicant(s) agrees and understands that the Total Price of the Said Apartment and other charges are calculated on the basis of the super area of the Said Apartment which is tentative and any increase or decrease thereof shall be payable or refundable at the rate mentioned in this application. It is further understood by the Applicant(s) that the definition of super area and apartment area shall be more clearly defined in the Agreement and the Applicant(s) affirms to be bound by the same.
7. The Applicant(s) shall make the payment of basic sale price, PLC (for superior location, park facing, private lawn, etc.), power back up facility, VAT, maintenance charges, EDC, IDC, IFMS and all other charges as may be communicated from time to time. The Applicant(s) shall be further liable to pay service tax, as applicable, any tax/charges including any fresh incidence of Tax as maybe levied by the government of Haryana/competent authority/ central government, even if it is retrospective in effect as and when demanded by the Company on the super area of the Said Apartment(s).
8. Subject to the other terms and conditions of this Application, on and after the payment of the Total Price and other charges and dues as per the Application/ Agreement, the Applicant(s) shall have the: i) ownership of the area of the Said Apartment(s); ii) undivided interest and the right to use common areas and facilities along with the other apartment owners; iii) right to exclusive use of the Parking Space (s); and iv) undivided proportionate interest in the plot beneath the building comprising the Said Apartment(s) calculated in the ratio of super area of the Said Apartment(s) to the total super area of all Said Apartment(s) in the Said Plot (Although the Applicant(s) shall not be making any payment towards the said Plot of land).
- 9(a). The Applicant(s) agrees and understands that the Said Apartment/Said Building/Said Project may be subject to Act. The common areas and facilities and the undivided interest of each apartment owners in the common areas and facilities as specified by the Company in the declaration (which may be filed by the Company in compliance of the Act) shall be conclusive and binding on the Applicant(s). The Applicant(s) agrees and confirms that the Applicant(s) right, title, and interest in the Said Apartment, commons areas and facilities and the undivided interest in the Said Apartment/ Said Building shall be limited to and governed by what is specified by the Company in such declaration. The Applicant(s) shall be required to join the society/association of the owners of the Said Apartment and the Applicant(s) agrees to pay all fees and/ or charges thereof and complete such documentation or formalities as may be directed by the Company in this behalf.
- 9(b). The Applicant(s) agrees that the Company may in its sole discretion and for the purpose of complying with the provisions of the Act or any other applicable laws substitute the method of calculating the Undivided Share of Land in any declaration with respect to the Said Apartment.



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9(c). The Applicant(s) has confirmed and assured the Company that he has read and understood the Haryana Apartment Ownership Act, 1983, and its implications in relation to the various provisions of this Application and the Applicant(s) has further confirmed that he is in full agreement with the provisions of this Application in relation to Haryana Apartment Ownership Act, 1983, and shall comply, as and when applicable and from time to time, with the provisions of Haryana Apartment Ownership Act, 1983, or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the subject matter of this Application.

10. The Applicant(s) agrees that if due to any change in the lay out plan/ building plan of the Said Project/ Said Building/ Said Apartment :-

- a) The Said Apartment ceases to be preferentially located then only the amount of PLC, paid by the Applicant(s) shall be refunded without any interest and such refund shall be made/ adjusted in the last installment as stated in the payment plan opted by the Applicant(s).
- b) The Said Apartment becomes preferentially located, if at the time of the Application it was not preferentially located, the Applicant(s) shall pay PLC of the apartment to the Company as applicable and as demanded by the Company.
- c) The Said Apartment becomes additionally preferentially located, the Applicant(s) shall pay additional PLC to the Company as applicable and in the manner demanded by Company.
- d) The Company reserves the right to declare any Said Apartment/ Said Building/Tower as preferentially located.

The Applicant(s) understands that in case of change in the location of the Said Apartment due to change in the layout plan/ building plan of the Said Project/ Said Building/ Said Apartment or otherwise, the Applicant(s) shall have no other right or claim except as mentioned hereinabove.

11 (a) The Applicant(s) agrees to make payment of any increase in EDC, by whatever name called or in whatever form and with all such conditions imposed, by the Government and/or any competent authority (ies) shall be paid by the Applicant(s). The pro rata demand made by the Company to the Applicant(s) with regard to EDC/ increase in EDC shall be final and binding on the Applicant(s). If the EDC/ increased EDC is not paid, then the same shall be treated as non payment of the charges as per the Application and the Company shall be entitled to cancel the Application and forfeit the Earnest Money along with the Non Refundable Amounts. If the EDC/ increased EDC is levied (including with retrospective effect) after the conveyance deed has been executed then the same shall be treated as unpaid sale price of the Said Apartment/ Parking Space and in case the conveyance deed has been executed, the Company shall have the first charge and lien over the Said Apartment/ Parking Space till such unpaid charges are paid by the Applicant(s).

11(b) The Applicant(s) agrees that any payment towards IDC levied/ leviable by the Government or any other competent authorities shall be paid by the Applicant(s), and any further increase in IDC, by whatever name called or in whatever form and with all such conditions imposed, by the government and/or any competent authority shall be paid by the Applicant(s). The pro rata demand made by the Company to the Applicant(s) with regard to IDC/ increase in IDC shall be final and binding on the Applicant(s). If the IDC / increase IDC is not paid, then same shall be treated as non payment of the charges as per the Application and the Company shall be entitled to cancel the Application and forfeit



the Earnest Money along with the Non Refundable Amounts. If the IDC/ increased IDC is levied (including with retrospective effect) after the conveyance deed has been executed then the same shall be treated as unpaid sale price of the Said Apartment/Parking Space and in case the conveyance deed has been executed, the Company shall have the first charge and lien over the Said Apartment/Parking Space till such unpaid charges are paid by the Applicant(s)

- 12(a) The rate mentioned in this Application is inclusive of the cost of providing electric wiring, switches in each apartment and fire fighting equipments in the common areas only as prescribed in the existing fire fighting code/ regulations, for the apartments in the Said Project in addition to that for common areas and services. Price does not include the cost of electric meter which shall be installed by the Applicant(s) at his/ her own cost. If, however, due to any subsequent legislation/ government order for directives or guidelines or if deemed necessary by the Company or any of its nominees, additional fire measures are undertaken, then the Applicant(s) agrees to pay additional expenditure incurred thereon on a pro-rata basis along with other Applicant(s) as determined by the Company in its absolute discretion.
- 12(b). The Total Price includes the cost of equipments/appliances as mentioned in the specifications. All the equipments/ appliances provided in the Said Apartments/ Said Project are mainly indicative and subject to change. The Applicant(s) further agrees and understands that the Company shall have the discretion to choose the brand of the equipments/appliances to be installed and the Applicant(s) shall not have the right to raise any dispute or claim with regard to the brand installed by the Company in the Said Apartment.
- 12(c). The Applicant(s) agrees and understands that the Company is not giving any warranty or guarantee with regard to the equipments/appliances installed in the Said Apartment. The guarantee and warrantee is of the manufacturer/supplier as per the terms and conditions mentioned in warranty/guarantee issued by the manufacturer and supplier with regard to the equipments/appliances. The guarantees /warranties issued by the supplier /manufactures of all equipments/appliances provided by the Said Apartment will be handed over to the Applicant(s) at the time of possession. Thereafter, the Company shall be absolved of all its liabilities and responsibilities with regard to the functioning manufacturing, operation of equipments/appliances installed in the Said Apartment. The Company shall not be responsible or liable for any defect, mishap and/or any accident which may occur due to manufacturing defect operational defect or otherwise in the equipment appliances installed in the said Apartment. The Applicant(s) agrees and understands that only the Applicant(s) shall be responsible for operation and maintenance of the equipments/appliances and any consequences thereof.
1. The Applicant(s) shall also be liable to make payments if applicable in respect of (a) electrification charges (including pro-rata cost towards purchasing and installing transformers/sub-station/power house, (b) charges for installation of water connection, (c) LPG/cooking gas connection (galvanized pipeline, if provided), (d) cost of installing sewerage treatment plant/ effluent treatment plant/ pollution control devices (e) water treatment plants, or any other facilities as may be required or specified by the government or town planner.
2. The Applicant(s) agrees that time is of essence in respect of all payment to be made by the Applicant(s) including the Total Price and all other amounts, charges and dues as mentioned in this Application and as may be demanded by the Company from time to time. The Applicant(s) shall not have any right to object 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 the Applicant(s). All payments shall be made by way of cheques/ demand drafts/pay orders in favour of "Anant Raj Industries Limited" payable at New Delhi which shall be deemed to have been accepted subject to realization.

3. The Applicant(s) understands that one (1) car Parking Space along with an apartment is mandatory which will be assigned against the Said Apartment. The Parking Space allotted to Applicant(s) shall be an integral part of the Said Apartment which cannot be sold/ dealt with independent of the Said Apartment. The Applicant(s) may apply for additional Parking Space which may be allotted subject to availability and at the prevailing price. All clauses of this Application pertaining to the provisional allotment, possession, cancellation etc. shall apply Mutatis Mutandis to the Parking Space so provisionally allotted, wherever applicable. The Applicant(s) agrees that Parking Space provisionally allotted to the Applicant(s) shall not form part of the common areas of the Said Apartment/Said Building/ Said Project for the purpose of the declaration which may be filed by the Company under Act.
 4. The Applicant(s) agrees to pay mandatorily all the applicable club charges/ club membership fees for the club facilities. The amount shall be payable as and when demanded by the Company and the Applicant(s) shall be required to sign the necessary documents for the membership of the club.
 5. The Applicant(s) agrees and undertakes to pay all government rates, tax on land, municipal tax, wealth tax, sales tax, service tax, fees and/or levies of all any kind known by whatever name whether levied or leviable now or in future by the government, local authority, municipality on the said Apartment/Said Building/ Said Project or land appurtenant thereto as the case may be as assessable or applicable from the date of the Application. The Applicant(s) shall liable to pay all the levies and fees on pro-rata basis as may be determined by the Company; such determination shall be final and binding on the Applicant(s) till the Said Apartment is assessed separately.
- 18(a). The Applicant(s) agrees that the Company or it subsidiaries/affiliates may at their sole discretion and subject to such government approvals as may be necessary enter into an arrangement of generating and/or supplying power to the various projects within or outside the Said Project in which the Said Apartment is located. In such an eventuality, the Applicant(s) fully concurs and confirms, that the Applicant(s) shall have no objection to such arrangement for generating and/or supply of power but also gives complete consent to such an arrangement including it being an exclusive source of power supply to the Said Project or to the Said Apartment directly and has noted the possibility of its being to the exclusion of power supply from DHBVN/State Electricity Boards (SEBs) or any other source. The Applicant(s) further agrees that this arrangement could be provided by the Company or its agents directly or through the respective society/association of apartment owners. It is further agreed by the Applicant(s) that the Company or its subsidiaries/affiliates shall have the sole right to select the site, capacity and type of the power generating and supply equipment/plant as may be considered necessary by the Company or its subsidiaries/ affiliates in their sole discretion from time to time. It is also understood that the said equipment/ plant may be located anywhere in or around, within or nearby the Said Project.
- 18(b). It is further agreed and confirmed by the Applicant(s) that the Company and/or its subsidiaries/affiliates shall have the right to charge tariff for providing/supplying the power at a rate as may be affixed from time to time by the Company which may or may not be limited to the rate then charged by DHBVN/State Electricity Boards. The Applicant(s)



agrees and confirms that he shall pay the amount based on the tariff to the Company or its subsidiaries/ affiliates directly or through the society/association of owners respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Company or its subsidiaries/ affiliates. The Applicant(s) confirm and understands that such power generating and/or supplying equipment may during its operation cause inconvenience to the Applicant(s) and the Applicant(s) shall have no objection to the same. The Applicant(s) shall be liable to pay the consumption charges. The Applicant(s) shall not have a right to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever during the period of Applicant(s) provisional allotment of the Said Apartment.

18(c). The Company shall provide adequate facilities for 24 X 7 power back-up for the Said Project. The Applicant(s) agrees and understands that the Applicant shall be mandatorily assigned a minimum power back up load of _____ KV against the Said Apartment and shall be liable for charges with regard to installation and usage there of as demanded by the Company.

19. The Applicant(s) has seen and accepted the plans and applied for provisional allotment of the Said Apartment with the specific knowledge that the building plans, designs, specifications, measurements, dimensions, locations and number of the Said Apartments and /or Said Building, floor plans and all other terms and conditions are tentative and liable to change, alteration, modification, revision, addition, deletion substitution or recast at the sole discretion of the Company and may also change due to changes/ modification required by the competent authority. The Applicant(s) hereby agrees that the Company is fully entitled to increase/change the number of floors or the location of the Said Apartment in any of the buildings and/or the height of the Said Building and the Applicant(s) shall have no right to object to the same.

However, in case of any major alteration/modification resulting in more than 10% change in the super area of the Said Apartment or material change in the specification of the Said Apartment, any time prior to and/or upon the grant of occupation certificate by the Company's architect or by the competent authority, the Applicant(s) will be informed in writing by the Company of such change and the difference in price of the Said Apartment to be paid by him or refunded to him by the Company as the case may be. The Applicant(s) agrees to inform the Company in writing his objections, if any to the changes within thirty (30) days from the date of such notice failing which the Applicant(s) shall be deemed to have given his consent to all the alteration and modifications. If the Applicant(s) objects to such change in writing, within the permitted time and the Company decides to go ahead with the changes then the provisional allotment/ allotment shall be deemed to be cancelled and the Company's only liability will be to refund the entire money received from the Applicant(s) along with simple interest @ 9% per annum only and the Applicant(s) agrees that the Applicant(s) shall have no other claim or right to raise any claim or dispute of any nature whatsoever, and the Company shall be free to deal with/dispose off the Said Apartment in a manner in which it may deem fit.

The Applicant(s) agrees that any increase or reduction in the super area of the Said Apartment shall be payable and refundable (without any interest) at the rate on which such areas were sold/charged.



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20. The Applicant(s) understands and confirms that the Company may carry extensive developmental / construction activities for many years in future in the entire area falling outside the Said Plot in which the Said Apartment(s) may be located. The Applicant(s) agrees and understands that in case the Company is able to get additional FAR, the Company shall have the sole right to utilize the additional FAR in the manner it may deem fit including but not limited to by making addition to the Said Plot or making additional buildings in and around the land of the Said Project/Said Plot and the Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional construction thereof connected with the already existing electric, water, sanitary and drainage systems in the said Project. The Applicant(s) acknowledges that the Applicant(s) has not made any payment towards the additional FAR and shall have no right to object to any of such construction activities carried on in the Said Project.
21. The Applicant(s) agrees that the Company shall not be liable to perform any or all of its obligations during the subsistence of the force majeure conditions and the time period required for performance of its obligations shall be accordingly extended. If in the opinion of the Company force majeure continues for a considerable time, then the Company may in its sole discretion put the construction of the Said Project in abeyance and terminate/alter/very the terms of condition of this Application/ Agreement and in case of termination the Applicant(s) shall be entitled to refund the amount deposited by the Applicant(s), without any interest or compensation whatsoever, provided that the Applicant(s) is not in breach of any of the terms of this Application/Agreement.
22. The Applicant(s) agrees and acknowledges that the Company, in its sole discretion may at any time abandon the Said Project, without assigning any reason thereof. In the event of the Company abandoning the construction and the development of the Said Apartment(s), this Application shall stand terminated and will be treated to have been terminated with mutual consent and subject to the Applicant(s) not being in default of any of the terms of this Application, the Company shall refund the actual amount paid the Applicant(s) with an interest @ 9% thereon for the period such money has been lying with the Company and the Applicant(s) shall have no other claim of any nature whatsoever.
23. The Applicant(s) understands that this Application is purely on tentative basis and the Company may at its sole discretion decide not to allow any /or all apartments in the Said Project/Said Building to any body or altogether decide to put at abeyance the Said Project itself, for which the Applicant(s) shall not have a right to raise any dispute and claim any right/title/interest on the acceptance of the Application and receipt of the booking amount being received by the Company with this Application from the Applicant(s). In such an event, the Applicant shall be entitled to refund of the entire amount with simple interest @ 9 % per annum calculated for the period such amounts have been lying with the Company and the Company shall not be liable to pay any other compensation whatsoever.
24. The Applicant(s) has fully understood and agreed that in case the Applicant(s) withdraws or surrenders his Application for the provisional allotment for any reason whatsoever at any point of time, then the Company at its sole discretion may cancel/terminate the booking/provisional allotment/Application and shall forfeit the amounts paid/deposited up to the Earnest Money as stated hereinabove, and may refund the balance amount to the Applicant(s), if applicable, without any interest and compensation whatsoever. Any amount paid by the Applicant(s) shall first be adjusted towards earlier outstanding payments such as unpaid or partly paid installments, interest or other outstanding amounts, if any. The Company shall be entitled to deduct the brokerage amount paid to the broker / sales organizer out of the amount received from the Applicant(s).



25. Subject to Clause 21 herein or any other circumstances not anticipated and beyond the control of the Company and any restraints/restrictions from any court /authority and subject to the Applicant(s) having complied with all the terms and conditions of the present Application for provisional allotment and the Applicant(s) not being in default of payment including but not limited to timely payment of the total sale consideration and stamp duty and other charges and having complied with all provisions, formalities, documentations etc. including the standard Apartment Buyer's Agreement and the sale deed the Company proposes to handover the possession of the Said Apartment(s) to the Applicant(s) within a period of 36 months from date of commencement of construction. The Applicant(s) agrees and understands that the Company shall be entitled to an extension of 180 (One Hundred and Eighty) days, after the expiry of 36 months. The Company shall give notice of possession to the Applicant(s) with regard to the handing over of the possession and in the event the Applicant(s) fails to accept and take possession of the Said Apartment(s) within 60 days of issuance of the notice, the Company shall be deemed to be the custodian of the Said Apartment(s) from the date indicated in the notice of possession and the Said Apartment(s) shall remain in the custody of the Company at the risk and cost of the Applicant(s). This delay by the Applicant(s) in taking the possession would attract holding charges @ 10/- per Sq. Ft. per month of the super area of the Said Apartment for any delay of one month or any part thereof.
26. The Applicant(s) agrees and understands that in order to provide necessary maintenance services, the maintenance of the Said Building/ Said Project may be handed over to the maintenance agency. The Applicant(s) agrees to enter into a maintenance agreement with the Company or the maintenance agency appointed by the Company for maintenance and upkeep of the Said Project (including common areas and facilities) and undertakes to pay the maintenance bills/charges thereof. The Company reserves the right to change, modify, amend and impose additional conditions in the maintenance agreement at the time of final execution. The maintenance charges shall become due and payable from the date of grant of occupation certificate/ expiry of thirty (30) days from the date of issue of notice of possession, irrespective of whether physical possession has been taken or not/ or actual possession, whichever is earlier. The Applicant(s) shall pay the IFMS at the time of offer of possession or as and when demanded by the Company for securing the maintenance charges payable for upkeep and maintenance of the Said Project and includes any further increase in such charges.
27. The Applicant(s) agrees that he shall be liable to pay all fees, duties, expenses, costs etc. including but not limited to stamp duty, registration charges, transfer duty, estate duty and all other incidental and legal expenses for the execution and registration of the Agreement/conveyance deed of the Said Apartment as and when demanded by the Company within the stipulated period as mentioned in the demand letter of the Company. In case, the Applicant(s) fails to deposit such amounts demanded within the period mentioned in the demand letter, the Company shall have the right to cancel the provisional allotment of the Said Apartment and forfeit the Earnest Money and Non-Refundable Amount and refund the balance amount, if any, to the Applicant(s) without any interest, upon realization of money from resale/ re-allotment to any other party provided that the Applicant(s) is not in any breach of the terms of the Application.
28. The Applicant(s) agrees that the Company shall be entitled to forfeit the Earnest Money along with the Non Refundable Amount in case of non fulfillment/ breach of the terms and conditions of the Application including withdrawal of the Application. Thereafter the



Applicant(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Apartment. The Company shall thereafter be free to resell, and/or deal with the Said Apartment in any manner whatsoever. The amount(s), if any, paid over and above the Earnest Money and the Non Refundable Amounts would be refunded to the Applicant(s) by the Company only after realizing such amounts from resale of the Said Apartment but without any interest or compensation of whatsoever nature. The Company shall at all times have the first lien and charge on the Said Apartment for all its dues payable by the Applicant(s) to the Company. If the amount deposited/ paid by the Applicant(s) Applicant(s) is less than the Earnest Money and the Non- Refundable Amounts then the Applicant(s) agrees and undertakes to make the payment of the difference forthwith at the first written request from the Company.

29. Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Applicant(s) in not making payment within the stipulated time by the Applicant(s) on the condition that the Applicant(s) shall pay to the Company interest which shall be charged for the first thirty (30) days from the due date interest @ 15% per annum and for all period exceeding first thirty (30) days after the due date interest @ 18% per annum. The provisional allotment shall stand cancelled for any delay beyond sixty (60) days of the due date in making the payment.
30. The Company may, in its sole discretion and subject to applicable laws and notifications and/or any government direction which may be in force permit the Applicant(s) to get the name of his/her nominee substituted in its place subject to payment of transfer charges, as levied by the Company as per its prevailing policy at time of such transfer and the transfer will be effected in the manner and as per procedure formulated in this regard by the Company. The Applicant(s) shall be solely responsible and liable for all legal, monetary and all other consequences arising out of such nominations. The Applicant(s) agrees to indemnify the Company any/or losses arising from such nomination absolutely.
31. The Applicant(s) agrees that the Company shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/ charge/securitization of receivables of the Said Apartment subject to the Said Apartment being free of any encumbrances at the time of execution of sale deed. The Company/bank/financial institution shall always have the first lien on the Said Apartment for all its dues and other sums payable by the Applicant(s).
32. The Applicant(s) agrees that in case the Applicant(s) opts for a loan arrangement with any financial institution/bank, for the purchase of the Said Apartment, the conveyance of the Said Apartment in favour of the Applicant(s) shall be executed only upon the Company receiving "NO Objection Certificate" from such financial institution/banks in this behalf.
33. The Applicant(s) agrees that in case the Applicant(s) is an NRI or non-resident/ foreign national of Indian origin/foreign national/foreign companies then all remittances acquisition/transfer of the Said Apartment any refund, transfer of security etc. shall be made in accordance with the provisions of 'Foreign Exchange Management Act 1999' or statutory enactments or amendments thereof the rules and regulations of the Reserve Bank of India or any other applicable law and it shall be the sole responsibility of NRI or non-resident/ foreign national of Indian origin/foreign national/foreign companies to abide by the same. The Company accepts no responsibility in this regard and the above said NRI or non-resident/ foreign national of Indian origin/foreign national/foreign companies agrees to indemnify the Company at all times against any and all losses suffered by the Company on this account.



34. The Applicant(s) shall get his/her/its complete address registered with the Company and it shall be his/her/its responsibility to keep the Company informed by registered A/D letter of the change of address, failing which all demands will be deemed to have been received by the Applicant(s) or served upon the Applicant(s) at the address which is recorded in the books of the Company and which was provided by the Applicant at the time of making the Application to the Company. The Applicant(s) will be fully liable for any default in payment and/or other consequences that might accrue therefrom. It is hereby clarified that in case of joint Applicants, all communications, demand notices, termination/cancellation letter, refund, etc., shall be sent by the Company to the Applicant(s) whose name appears first and at his address and to receive its confirmation in writing given by him/her/it which shall for all purposes be considered as service on all the Applicant(s) and no separate communication will be made or sent to the other named Applicant(s).
35. The Applicant(s) hereby covenants with the Company to pay from time to time and at all times the amounts which the Applicant(s) is/ are liable to pay as agreed and to observe and performed all the covenants and conditions of booking and sale and keep the Company, its subsidiaries, associates, its agents, its representatives and its estate , indemnified and harmless against all payments and observance and performance of the said covenants 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 covenants and conditions by the Applicant(s). The Applicant(s) hereby agrees to keep the Company, its subsidiary (ies), affiliates, associates, officers and agents indemnified and harmless from and/or any losses that may arise due to non payment, non observance or non performance of any of the covenants and conditions as stated in this Application form absolutely.
36. The Company is not obligated and /or required to send reminder/notices to the Applicant(s) in respect of any of the obligations of the Applicant(s) and the Applicant(s)is required to comply with all his/her/their obligation on its own accounts. However, where the intending Applicant is required to make the payment as per the construction linked payment plan, the Company will be issuing demand notice to the Applicant, intimating about the stage of construction and demand payment in terms of the agreed schedule of payment.
37. Notwithstanding anything contained in this application / terms and conditions thereto/ Allotment Letter/ Agreement to Sell, when executed, the Company reserves the right to cancel the provisional allotment of the Said Apartment(s) at any time in case the provisional allotment being obtained is through misrepresentation and suppression of material facts by any of the Applicant(s) or even otherwise without assigning any reason whatsoever and Company's decision in this regard shall be final.
38. It is clearly understood by the Applicant(s) that any cash transaction(s) made without prior written approval from the authorized representative of the Company shall invalidate the Application of the Applicant(s) which shall be thereafter rejected and treated as cancelled without any intimation to the Applicant(s).
39. In the event of surrender/cancellation of provisional/final allotment at any time the Company shall be entitled to deduct the brokerage amount paid to the broker/sales organizer out of the amount received from the applicant.



40. The Applicant(s) agree that in case the Company is unable to deliver the Said Apartment(s) and/or allot Parking Space(s) to the Applicant(s) for his occupation and use due to (a) any legislation, order or rule or regulation made or issued by the government or any other authority, (b) if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Apartment(s) for any reason whatsoever, (c) if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject of any suit/writ before a competent court, (d) due to force majeure conditions, or (e) any other circumstances beyond the control of the Company or its officials, then the Company as a result of such contingency arising, reserves the right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of the Company so warrants, the Company may suspend the project for such period as it may consider expedient or may cancel the provisional allotment of the Said Apartment(s) in which case the Company shall only be liable to refund the amounts received from the Applicant(s) without any interest and no compensation of any nature whatsoever can be claimed by the Applicant(s).
41. The Applicant(s) understands and agrees that it shall execute the standard Apartment Buyers Agreement with the Company along with the annexure, specifications, declarations and undertakings contained therein and to abide and comply with the terms and conditions therein.
42. The Applicant(s) agrees that the Company shall have the right to transfer ownership of the Said Project in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/disposal/or any other arrangement as may be decided by the Company without any intimation, written or otherwise to the Applicant(s) shall not raise any objection in this regard.
43. The Company and/or its associate Company and/or any of its subsidiaries reserve the right to alter any terms and conditions/clause of the Project at their discretion as and when considered necessary.
44. Subject to terms & conditions stated herein, the Applicant(s) will never interfere in activities of the Company or in construction/development of the Said Project in any manner, whatsoever.
45. The Applicant(s) agrees that, in the event of any dispute or difference arising out of or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Applicant(s) and the Company, the same shall be referred by any party for adjudication to a sole arbitrator to be appointed by the Company, whose decision shall be final and binding upon the parties. It is understood that no other persons or authority other than the Company shall have the power to appoint the arbitrator. On the death, resignation, transfer and/or any other contingency of this nature the Company shall reappoint a sole arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act 1996 or any modification thereof for the time being in force. The arbitration proceedings shall be held in New Delhi only and the courts at New Delhi alone shall have exclusive jurisdiction.

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 the Apartment Buyer's Agreement which shall supersede 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 standard Apartment Buyer's 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 standard Apartment Buyer's 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/us. I/We further undertake and assure the Company that in the event of cancellation of my/our provisional and/or final 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 Said Apartment(s) applied for and provisionally and/or finally allotted to me/us in any manner whatsoever.

SIGNATURE OF THE FIRST/SOLE APPLICANT SIGNATURE OF THE SECOND APPLICANT

Name:

Name:

Date:

Place: