

To
M/s Raheja Developers Private Limited
Saket
New Delhi 110017

Dear Sir/s,

I/We hereby apply for allotment of One (1) number unit/ apartment in Residential Group Housing Project " Raheja's Atharva" situated in Sector- 109 (hereinafter called the "Project"), Gurgaon, Haryana.

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

I/ We have thoroughly read and clearly understood that this application does not constitute an Agreement to Sell and I/We do not become entitled to the provisional and/or final allotment of Residential Apartment notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the earnest money tendered with the application & encashed the same. It is only after I/We sign and execute the Agreement to Sell on the Company's standard format thereby agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Company. If, However, I/We withdraw/cancel this application or I/We fail to execute and return the Agreement to Sell within thirty (30) days from the date of its dispatch by the Company then the Company may at its sole discretion treat my/our application as cancelled and the earnest money paid by me/us shall stand forfeited. I/We are making this application with the full knowledge that the licence for the Project has already been issued by DTCP, Haryana and the sanctioning of building plans is underway, therefore areas offered under this application are tentative. I/We have instructed the Company that if for any reason including non-sanction of the building plans or rejection of application by the screening committee, the Company is not in a position to finally allot a Residential Apartment applied for within a period of one year from the date hereof. I/We would like to have refund of the amount deposited with simple interest at the rate of 9 % per annum calculated for the period for which such amounts have been lying with the Company (interest to be calculated after 3 months; it being a processing period for application) from the date of encashment of amount in company's bank account.

I/We have clearly understood and agreed that this application form will be processed by the Company only after encashment of both the cheques submitted by me/ us together with application form complete in all respects otherwise application shall be liable for rejection and amount(s) paid by me/us upto the extent of earnest money shall be forfeited.

In the event M/s Raheja Developers Pvt. Ltd (hereinafter referred to as "The Company") agreeing to provisionally allot Residential Apartment, I/we agree to execute agreement to sell on company's standard format within stipulated period and to pay further Installments of sale price and all other dues as stipulated in this application and the Agreement to Sell and payment plan as explained to me/us by the Company's Sales Organizer/ executive and understood by me/us.

Sole/ First Applicant

Second Applicant

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

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

first name

middle name

last name

Son/ Wife /Daughter of Mr./Mrs.

first name

middle name

last name

Profession

Designation

Nationality

Company Name/Firm Name

Residential Status: Resident Indian

Non - Resident Indian

Foreign National of Indian Origin

Residential Address

Pin Code

Office Address

Pin Code

Address for Communication Residential/ Office/ Others, Please Specify

Telephone No. Res

Off

Mobile

Fax

Date of Birth

D

D

M

M

Y

Y

Y

Y

Marital Status: Single

Married

Email: (Mandatory)

@

No. of Children

PAN No

Passport No

(Attach Form 60 or 61, as the case may be if PAN is not available)

Please affix
your self attested
photograph
here

Sole/ First Applicant

Second Applicant

2. **Applicant (Second) Mr./ Mrs./ Ms/ M/s**

first name

middle name

last name

Son/ Wife /Daughter of Mr./Mrs.

first name

middle name

last name

Please affix
your self attested
photograph
here

Profession

Designation

Nationality

Company Name/ Firm Name

Residential Status: Resident Indian

Non - Resident Indian

Foreign National of Indian Origin

Residential Address

Pin Code

Office Address

Pin Code

Address for Communication Residential/ Office/ Others, Please Specify

Telephone No. Res

Off

Mobile

Fax

Date of Birth

D

D

M

M

Y

Y

Y

Y

Marital Status: Single

Married

Email: (Mandatory)

@

No. of Children

PAN No

Passport No

(Attach Form 60 or 61, as the case may be if PAN is not available)

Sole/ First Applicant

Second Applicant

3. Payment Plan: Down Payment Installments

4. Preference of Flat to be purchased:

a) Type of Flat

Flat Type	Tentative Super Area (Approx. sq. ft.)*	Tick One
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

b) Block/ Tower Name c) Floor d) Flat No.

5. Car Parking preferences _____ (At least One Car Parking is mandatory)

6. Basic Sale Price(BSP): @ Rs. per sq. ft. Total Rs.

Preferred Location Charges (PLC)(if any): @ Rs. per sq. ft. Total Rs.

Car Parking Charges : @ Rs. Total No Total Rs.

Terrace/ Court Charges(if any): @ Rs. per sq. ft. Total Rs.

External Development Charges (EDC) and @ Rs. per sq. ft. Total Rs.

Infrastructural Development charges

Interest Bearing Maintenance Security: @ Rs. per sq. ft. Total Rs.

Club Membership fees @ Rs. Total Rs.

Other Charges* (if any): @ Rs. per sq. ft. Total Rs.

Total cost of the Apartment Rs.

- This application form comprises of 16 pages **all of which** should be understood and duly signed thereafter

7. Environment Commitment

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

8. Declaration:

I/ We the undersigned applicant (Sole/ First and Second Applicant), do hereby declare that the above-mentioned particulars/ information given by me/ us are irrevocable and true and correct to my/ our knowledge and no material fact has been concealed there from. I/ We have gone through the terms & conditions written at the back side of this form and payment plan attached with this application form and accept the same and which shall ipso-facto be applicable to my/ our legal heirs and successors. I/We shall also abide by the Flat Buyer's Agreement in the Company's standard format contents whereof have been read and understood by me/ us. I/We declare that in case of non-allotment of the flat, my/ our claim shall

Sole/ First Applicant

Second Applicant

be limited only to the extent of amount deposited by me in relation to this application form.

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

Notes:

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

For Office Use Only

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

**Authorised Signatory
For Raheja Developers Pvt. Ltd**

Checklist for receiving officer

Tick please

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

Sole/ First Applicant

Second Applicant

TERMS AND CONDITIONS FOR REGISTRATION AND ALLOTMENT OF APARTMENTS AT RAHEJA'S ATHARVA, GURGAON, HARYANA.

1. The Applicant(s)/ intending allottee(s) has requested and applied for the registration and allotment of an Apartment at project 'Raheja's ATHARVA', being developed in Sector- 109, Gurgaon, Haryana with full knowledge and subject to all laws, notifications and rules applicable to the area, which have been explained by the Company and understood by him/her. The Licence for this group-housing scheme has already been issued by DTCP Haryana. This application is a mere request by the Applicant(s)/ intending allottee(s) for the allotment of Apartment in the Project and the Company reserves the right to accept or refuse the allotment of Apartment with whatever reasons and criteria. That the Company has laid down criteria and eligibility norms for allotment of apartments and the application will be screened by the screening committee appointed for this purpose with a view to benefit the actual end users and that the decision of the screening committee towards acceptance/ rejections of the application and allocation of apartment number will be final and the Applicant(s) / Intending Allottee (s) shall have no objection to the allotment procedure and norms fixed up by the screening committee and shall not raise any objection in case his application is not considered for allotment of apartment due to any reason whatsoever notwithstanding the fact that Applicant(s)/ Intending Allottee(s) might have tendered earnest money in full or in part which has been encashed by the Company. However, the application will be taken up by the screening committee only if it is complete in all respects and subject to the tendering up and encashment of applicable payment of earnest money / installments in full together with requisite supporting documents such as Income Proof, PAN no, e-mail ID, Photo Identity, Address proof and photograph of applicant etc and other relevant documents desired by the Company & acceptance & signing of this Application Form as per terms and conditions and payment plan annexed to this application form. The allotment of apartment number will be sole discretion of the company. In case, the Company is unable to accept/ consider the application then the refund by the Company of the Earnest Money by Account Payee Cheque through Speed Post / Courier or by a signed receipt shall be the complete discharge on the part of the Company. The Applicant(s)/ intending allottee(s) shall have no right, claim or interest of whatsoever nature or kind in the Apartment/ project thereafter. If this application of the Applicant(s)/ intending allottee(s) is accepted, the intimation of the Allotment shall be issued subject to acceptance of the Terms & Conditions. That the Applicant(s)/ intending allottee(s) shall comply with all the legal requirements as required for the purchase of immovable property, as and when applicable. The Applicant(s)/ intending allottee(s) has specifically agreed with the Company that the allotment of the Apartment shall be subject to strict compliance of Code of Conduct and House Rules that may be determined by the Company for occupation and use of the Apartment and such other conditions as per the applicable laws in India.
2. That the Applicant(s)/ intending allottee(s), if resident outside India or having (Non Resident Indian) NRI status, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) ACT and Rules/ Guidelines made / issued there-under and all other applicable laws including that of remittance of payments, acquisition/ sale, transfer of immovable properties in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ the Company, the amount paid towards booking and further consideration will be returned by the Company as per rules without interest and the allotment cancelled forthwith and the Company will not be liable in any manner on such account.
3. The Applicant(s)/ intending allottee(s) has fully satisfied himself/herself about the right, title and interest of the Company in the land on which the said Apartments are to be constructed and understands all limitations and obligations in respect of it and there will be no further investigation or objection by the Applicant(s)/ intending allottee(s) in this regard from the Company. The said project falls within the new Master Plan of Gurgaon and the site of the project may not have the infrastructure in place as on the date of booking or at handing over of possession as the same is to be provided by the Government /nominated government agency. Since this is beyond the control of company, therefore, the intending allottee(s) shall not claim any compensation for delay/ non-provision of infrastructure facilities and /or consequent delay in handing over the possession of the applied apartment(s) in the project.
4. The Applicant(s)/ intending allottee(s) has examined and accepted the plans, designs, specifications of the Apartment which are tentative and the Company shall have the right to effect suitable and necessary alterations in the layout plan and/ or specifications, as and when required due to sanction / revision of building plans, technical reasons, site conditions or any other reasons, which may involve all or any of the changes, such as, change in the position of the Apartment, increase/decrease in size, change in floor-plan, layout, change in its number etc. In pursuit for excellence & in tune with the global trends and/ or environmental requirements, and/ or new scientific discovery and induction and/ or for the benefit of larger interest of applicant(s)/ intending allottee(s), company may decide to improve upon the specification(s) communicated at the time of booking(s) and in that event, the applicant(s)/ intending allottee(s) shall pay the additional charges/ burden for improving upon any or all specifications such as piped gas charges, solar water heating, double Glazed windows for heat and sound proofing, wi-fi or WAN networking or satellite based communications etc etc . The applicant(s)/ intending allottee(s) shall have no objection and shall accept the improvements done by the company for betterment of apartments and shall willingly pay for the additional facility, specification or improvement provided that improvement cost is less than 5% of total cost of apartment. However, if there is any increase / decrease in the areas, the revised price will be applicable at the original rate at which the Apartment was booked by the Applicant(s)/ intending allottee(s) herein. However, in case of any major alteration(s)/ modification(s) resulting in +/- 10% change in the super area or material change in the specifications of the Building/ Apartment any time prior to and upon the grant of occupation certificate, the Company shall intimate to the Applicant(s)/ intending allottee(s) in writing the changes thereof and the resultant changes, if any, in the price of the Apartment to be paid by him/her and the Applicant(s)/ intending allottee(s) agrees to inform the Company in writing his/her consent or objections to the changes within thirty (30) days from the date of such notice, failing which the Applicant(s)/ intending allottee(s) shall be deemed to have given his full consent to all the alterations/ modifications. If the Applicant(s)/ intending allottee(s) writes to the Company within thirty (30) days of intimation by the Company indicating his/her non-consent/ objections to such alterations/ modifications, then the allotment shall be deemed to be cancelled and the Company shall refund the entire money received from the Applicant(s)/ intending allottee(s) with interest @ 9% per annum. The Applicant(s)/ intending allottee(s) agrees that any increase or reduction in the super area of the Apartment shall be payable or refundable (without any interest) at the rate per sq. ft. as mentioned in this application. In case, any change in plans, specifications or location due to change of plans, permission, consent etc given by statutory authorities, the same shall be fully binding on the applicant/ intending allottee. If for any reason(s), the Company is not in a position to allot the Apartment applied for, the Company may consider for an alternate property and in case of failure to do so, refund the amount deposited without any interest and the Company shall not be liable for payment of any compensation on this account whatsoever.

Sole/ First Applicant

Second Applicant

5. There will be Preferential Location Charges (PLC) in case any better location is preferred by the Applicant(s) / intending allottee(s) for the Apartment in the said Project and the same shall be payable by the Applicant(s)/ intending allottee(s), as per the demand of the Company in a manner and within the time as stated in the payment plan. However, the Applicant(s)/ intending allottee(s) has specifically agreed that if due to any change in the layout/ building plan, the said Apartment ceases to be preferentially located, the Company shall be liable to refund only the amount of PLC paid by the Applicant(s)/ intending allottee(s) and such refund shall be adjusted in the last installment as stated in the payment plan. On the other hand, if his/her Apartment in the Project becomes preferentially located due to the aforesaid changes in the layout/ building plan, then the Applicant(s)/ intending allottee(s) shall be liable and agrees to pay as demanded by the Company additional PLC as stated in the payment plan.
6. The External Development Charges ("EDC") and Infrastructural Development Charges ("IDC") for the external and Infrastructural services respectively to be provided by the Haryana Government/ HUDA and has been charged on pro rata basis from all the Purchaser (s) of company owned flats only calculated on the basis of present rate fixed by the Haryana Government and in case of any increase in these charges in future due to any reason, the same shall be paid by the Applicant (s)/ intending allottee(s), as and when demanded by the Developer.
7. All Drafts/ Cheques (except for EDC / IDC amount) are to be made in favour of **"RAHEJA DEVELOPERS PRIVATE LIMITED"**, payable at **Delhi/ New Delhi**. All Drafts/ Cheques for EDC amount are to be made in favour of **"RAHEJA DEVELOPERS PRIVATE LIMITED A/c EDC"**, payable at **Delhi/ New Delhi**. In case the Applicant(s)/ intending allottee(s) makes the payment by an outstation cheque, then his/ her payment would be deemed to have been received on the date the cheque will get credited into the bank account of the Company by the Bank and the Bank Charges for the outstation clearing will be charged from the Applicant(s)/ intending allottee(s)
8. If the any of cheque submitted by the Applicant(s)/ intending allottee(s) along with this Application form is dishonoured then the Allotment would be deemed cancelled and the Company will not be under any obligation to inform the Applicant(s)/ intending allottee(s) about the dishonour of the cheque or cancellation of the allotment. The Applicant(s)/ intending allottee(s) will not be entitled to tender a new cheque in place of dishonored cheque. It is further agreed that this application form shall be proceeded only after cheques tendered by the applicant along-with this application form are fully encashed.
9. The intending allottee(s) has been explained and has understood that all the payments are to be made by crossed cheque/demand drafts only. However, in any case the intending allottee(s) is adamant to make any cash payment, the payment will be received only at Head Office of the Company presently situated at Saket, New Delhi subject to fulfillment of statutory requirements & will not be paid to any other person/site or representative/manager/ brokers/employee. However, this payment will be acknowledged only if a valid & authorized receipt has been issued at Saket, New Delhi office only.
10. Loans from financial institutions to finance the said Apartment may be availed by the Applicant(s)/ intending allottee(s). However, the Company shall not be responsible in any manner if a particular Institution/ Bank refuses to finance the allotted Apartment on any ground.
11. The Applicant(s)/ intending allottee(s) agrees that out of the amount(s) paid/ payable by him/ her towards the sale price, the 15% of the total sales consideration shall form as Earnest Money to ensure fulfillment by the Applicant of the terms and conditions, as contained herein and in the Flat Buyer Agreement. Time is the essence of these terms and conditions & Flat Buyer agreement and with respect to the Applicant's obligations to pay the Sale Price as provided in the payment plan along with other payments such as, applicable stamp duty, registration fee and other charges on or before the due date or as and when demanded by the Company, as the case may be and also to perform or observe all the other obligations of the Applicant under the Flat Buyer Agreement. It is clearly agreed and understood by the Applicant/ intending allottee(s) that it shall not be obligatory on the part of the Company to send demand notices/reminders regarding the payments to be made by the Applicant/ intending allottee(s) as per the Payment Plan or obligations to be performed by the Applicant/ intending allottee(s) under these terms and conditions or Flat Buyer Agreement or any further document signed by the Applicant(s)/ intending allottee(s) with the Company. The Applicant(s)/ intending allottee(s) hereby also covenants to observe and perform all the terms and conditions of booking, Flat Buyer Agreement and Conveyance Deed, to keep the Company and its agents and representatives, estates and effects indemnified and harmless against the said payments and observance and performance of the said terms and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance, or non-performance of the said terms and conditions by the Applicant(s)/ intending allottee(s).

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

However, if the payment is not received within 90 days from the due date or in the event of breach of any of the terms and conditions of this allotment, Flat Buyer Agreement or Conveyance Deed by the Applicant(s)/ intending allottee(s), the booking will be cancelled at the discretion of the Company and earnest money paid to the Company by the Applicant(s)/ intending allottee(s) shall stand forfeited and the intending Allottee(s) shall be left with no right or lien on the said apartment. The balance amount (after deducting the outstanding interest for delayed payments, if any) shall be refundable to the Applicant(s)/ intending allottee(s) without any interest, after the said Apartment is allotted to some other intending allottee(s). The dispatch of said cheque by registered post/speed-post to the last available address with the company as filled up in the application form (as applicable) shall be full and final discharge of all the obligation on the part of the company or its employees and the Applicant (s)/ intending allottee (s) will not raise any objection or claim on the company after this. The Company may at its sole discretion condon the breach by the Applicant(s)/ intending allottee(s) and may revoke cancellation of the allotment provided that the apartment has not been re-allotted to other person and the Applicant (s)/ Intending Allottee(s) agrees to pay the unearned profits (difference between the booking price and prevailing sales price) in proportion to total amount outstanding on the date of restoration and subject to such additional conditions/ undertaking as may be decided by the company.

If the Applicant(s)/ Intending Allottee(s) goes into any dispute or litigation with the company and the matter gets prolonged in resolving the dispute, even then the above method of restoration will remain unchanged and acceptable to the both the parties even if order is to be passed towards restoration of the apartment.

However, it is agreed between the parties that the developer shall adjust the amount due from the purchaser first towards the interest due, if any, and then towards the consideration. The Applicant(s)/ intending allottee(s) is also requested to sign and return to the Company the Flat Buyer Agreement or any other papers/ documents within thirty (30) days from the date of its receipt.

12. The Prices of apartment(s) are free of escalation to the extent of increase in prices of inputs by 10% and the same would be absorbed by the company but in case the prices of input increases higher than 10%, the same shall be added to the cost of the apartment(s) as per the input price index of construction material on pro rata basis. The decision of the company in this behalf shall be final, conclusive and binding on the applicant/ intending allottee.

Sole/ First Applicant

Second Applicant

13. The intending allottee/ applicant has been explained and understood that depending upon the occupancy and in pursuit for excellence & in tune with the global trends at any time in future before or after handing over the possession of the apartment(s) to the allottee, the company shall have sole discretion to convert non centrally air-conditioned buildings in the project to Centrally air conditioned building(s) provided over 50% allottee have confirmed their willingness for the same. The Intending allottee/ applicant has agreed to share the proportionate expenses/ cost for converting building(s) into central air conditioned building in proportion to total area being air-conditioned and area occupied by him/ her and shall have no objection in this regard.
 14. The Applicant(s)/ intending allottee(s) shall before taking possession of the Apartment, positively clear all the dues towards the Apartment and have the Conveyance Deed for the said Apartment executed in his favour after paying Registration fee/ charges, stamp duty and other charges/ expenses. The Applicant(s)/ intending allottee(s) shall pay, as and when demanded by the Company, the Stamp duty, Registration charges and all other incidental and legal expenses for execution and registration of Conveyance Deed of the Apartment in favour of the Applicant(s)/ intending allottee(s) which shall be executed and got registered after receipt of the full sale price, other dues viz all the statutory charges, taxes including service tax, if any etc., including payment of IBMS payable to the Company or the Maintenance Agency, as the case may be and the said charges and expenses as may be payable or demanded from the Applicant(s)/ intending allottee(s) in respect of the Apartment and Parking space(s) allotted to him/her. In case the Applicant(s)/ intending allottee(s) fails to deposit the Stamp duty, Registration charges and all other statutory, incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Company shall be free to appropriate the part of sale price paid by the Applicant(s)/ intending allottee(s) towards the said charges and expenses and the Applicant(s)/ intending allottee(s) shall forthwith deposit the shortfall in the sale price so caused together with interest for period of delay in depositing the sale price so appropriated according to payment plan at the rate and in the manner mentioned in clause 12 thereof. The Applicant(s)/ intending allottee(s) undertakes to execute the Conveyance Deed within sixty (60) days from the date of Company intimating in writing the receipt of the certificate for use and occupation of the said building from the competent authority failing which the Applicant(s)/ intending allottee(s) authorizes the Company to cancel the allotment and forfeit the earnest money, interest on delayed payment etc. and refund the balance price paid by the allottee without any interest upon realization of money from resale/ allotment to any other party.
 15. That the Company has made it specifically clear to the Applicant(s) / Intending allottee(s) and after having satisfied himself/herself, the Applicant(s) / intending allottee(s) has understood that the computation of the price of the said Apartment does not include any element of recovery or payment towards land, construction, running and operation of the common amenities and facilities like convenience store or any other conveniences as well as recovery of payments towards maintenance charges of any kind by the Company from the Applicant(s)/ intending allottee(s) in any manner. As regards payment of maintenance charges, the applicant shall enter into a separate agreement. The Company has made clear to the Applicant(s)/ intending allottee(s) that it may be carrying out extensive developmental/ construction activities for many decades in future in the entire area falling outside the land beneath footprint of the said Building, in which his/ her Apartment is located and that the Applicant(s)/ intending allottee(s) has confirmed that he/ she shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any which may be suffered by him/ her due to such developmental/ construction activities or incidental/ related activities. It is made clear by the Company and agreed by the Applicant(s)/ intending allottee(s) that all the rights including the ownership thereof of land(s), facilities and amenities, areas under stilts & roof top (other than those within the said Building and the land beneath the said building only), shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi government, any other authority, body, any person, institution, trust and/ or any local body(ies) which the Company may deem fit in its sole discretion and presently, apart from the land under footprint of apartment being allotted to the applicant, company is also constructing numbers of independent villas and passing on exclusive land rights to the allottee(s) of villas and the applicant(s)/ intending allottee(s) has no objection to the same either now or in future. After the possession has been handed over to the applicants/ intending allottees, the developer shall have all the rights on the lawns, swimming pool sides and all other open areas which may be utilized by the developer for permitting parties, get-togethers, business meets etc. for which the developer will be entitled to collect Property Usage Charges. The same facility may be made available to occupants subject to availability and on payment of the same charges. However, developer shall compensate the maintenance agency towards additional maintenance and upkeep of these areas and the applicants/ intending allottees will have no objection to the same now or in future and relying upon this assurance of the applicants/ intending allottees, the company may consider his/her/its booking for this project.
- The Company relying on this specific undertaking of the Applicant(s)/ intending allottee(s) in the application may agree to allot the Apartment and this undertaking shall survive throughout the occupancy of the Apartment by the Applicant(s)/ intending allottee(s) or his/ her legal representatives, successors, administrators, executors, assigns etc.
16. The Applicant(s)/ intending allottee(s) agree(s) that he/she shall pay the price of the Apartment and other charges calculated on the basis of super area, which is understood to include pro-rata share of the common areas in the Project and other common facilities, if any, which may be located any where in the said Project at the sole discretion of the Company. It is further understood by the Applicant(s)/ intending allottee(s) that the calculation of super area of the Apartment is available on the site or if required, it can be referred in the Flat Buyer Agreement and upon execution of the said Flat Buyer Agreement, the method of definition of super area stated therein shall become binding on both the parties.
 17. The rate mentioned in this application is inclusive of the cost of providing electric wiring in each Apartment and fire fighting equipment in the common areas as prescribed in the existing fire fighting code/ regulations and power backup for lights and fans in addition to that for the common areas and services but does not include the cost of electric fittings, fixtures, geysers, electric and water meter etc. which shall be payable extra by the Applicant(s)/ intending allottee(s) at his/ her own cost. If, however, due to any subsequent legislation/ Government order/directives or guidelines or if deemed necessary by the Company or any of its nominees, additional fire safety measures are undertaken in future, then the Applicant(s)/ intending allottee(s) agrees to pay the additional expenditure incurred thereon on a pro rata basis along-with other Applicant(s)/ intending allottee(s), as determined by the Company in its absolute discretion.
 18. The Applicant(s)/ intending allottee(s) agrees to pay additional sum for Car Parking space for exclusive use in the said complex, but it shall not have any ownership rights over the parking space allotted to him. The Car Parking space whether covered or open would be used exclusively for parking of light motorized vehicles and would not be used as storage or put to any other use under any circumstances, inclusive of housing pets, cattle, animals etc. The Car Parking right is integral part of the Apartment and cannot be detached from the Apartment and shall stand automatically transferred alongwith the transfer of the apartment.
 19. All statutory charges, VAT, Service Tax and other levies demanded or imposed by the authorities shall be payable proportionately by the Applicant(s)/

Sole/ First Applicant

Second Applicant

intending allottee(s) from the date of booking as per demand raised by the Company. If such charges are increased (including with retrospective effect) after the Conveyance Deed has been executed, then these charges shall be treated as unpaid sale price of the Apartment and the Company shall have lien on the Apartment of the Applicant(s)/ intending allottee(s) for the recovery of such charges.

20. It is agreed by and between the parties that a Real Estate Regulation (Control) Bill is likely to be tabled in the Parliament of India for passing of the same as an Act. If due to that act there is any change in the structure of this agreement in terms including but not restricted to amendments to super area, carpet area, built up area etc., all the recommendations which need to be incorporated shall be so incorporated in this agreement/ or a revised agreement and the intending allottee shall have no objection to the same as long as the transaction to the apartment applied for and other terms and conditions remain the same. It may involve restructuring/ or rewriting of the agreement with the proportionally increased price on carpet area basis or built up area basis or revision of method, terms or price payable on any other basis for compliance of the terms, act, bylaws of the said act but the total price payable for this apartment and other terms and conditions contains herein shall remain unchanged.
21. That the Company proposes to develop a recreational club with a pool, gym and health club in the Complex subject to the permission/ sanctions from the statutory bodies for the purpose of social activities and the Applicant(s)/ intending allottee(s) has agreed to avail membership of this club. This club may be developed simultaneous to or after development of the said apartment and for the membership of the club the Applicant(s)/ Intending Allottee(s) agrees to pay the Club Membership Registration Charges and shall pay all such other charges as may be stipulated by the company from time to time. It is also clarified that the membership to the club will be available to the Applicant(s)/ Intending Allottee(s) and no outsider, without prior permission of the company/ maintenance agency will be allowed entry to the Club and the facilities will be used on terms and conditions as may be stipulated by the Company/ Maintenance Agency from time to time.
22. That the Company proposes to develop a Multi-purpose Hall/ Business Center in the Complex subject to the permission/ sanctions from the statutory bodies for the purpose of social activities subject to payment of appropriate charges by the Applicant(s) as fixed by Company/ Maintenance Agency at its sole discretion. This Multi-purpose Hall may be developed simultaneous to or after development of said Apartment.
23. The Club and Multi-purpose Hall, lawns, pool, play courts shall be managed by the Company or its nominee(s). The Applicant(s) shall not interfere in the same. In all eventualities the ownership of the Club and Multi-purpose Hall, lawns & courts its equipments, building, furniture etc and rights in the land underneath shall continue to vest in the Company irrespective of the fact that its management is with the Company and/or nominee(s) or co-operative society or welfare organization of owners or a third party appointed for the purpose. The Applicant(s) shall be entitled to avail of the facilities/ services provided by the Club and Multi-purpose Hall/ Business Center, lawns, pool & courts etc as per the Company rules and regulations and on payment of such charges as may be fixed by the Company from time to time.
24. It is made clear by the Company and specifically understood by the Applicant(s)/ intending allottee(s) that the Company may in its sole discretion and for the purpose of complying with the provisions of Haryana Apartment Ownership Act, 1983 or any other applicable laws substitute the method of calculating the proportionate share in the ownership of the land beneath the footprint of the said building and/ or common areas and facilities as may be described by the Company in its sole discretion in any declaration, by calculating the same in the ratio of his/ her Apartment's value to the total value of the Building (s)/ Project/ Scheme, as the case may be, and that the Applicant(s)/ intending allottee(s) agrees not to raise any objections in this regard.
25. The Applicant(s)/ intending allottee(s) of the Apartment shall pay, as and when demanded, the maintenance including security deposit for providing, maintaining and up-keeping the said Project and the various services therein, as may be determined by the Company or the Maintenance Agency appointed for this purpose, as the case may be. It is further agreed by the applicant(s)/ intending allottee(s) that the developer shall not be liable to maintenance and other charges including IBMS for unsold apartments in the complex till the time apartments are sold or leased or occupied and maintenance and other charges shall be payable only by the purchaser/ lessee/ occupant of the apartments in the project.

The Applicant(s)/ intending allottee(s) undertakes to join any society/ association of the Apartment owners and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose. The Applicant(s)/ intending allottee(s) upon completion of the said Building agrees to enter into a Maintenance Agreement with the Company or any association/ body/ condominium of Apartment owners or any other nominee/ agency/ association (s) or other body (hereinafter referred to as 'the Maintenance Agency') as may be appointed/ nominated by the Company from time to time for the maintenance and upkeep of the said plot/building and the Applicant(s)/ intending allottee(s) undertakes to pay the maintenance bills as raised by the Maintenance Agency from the date of the certificate for occupation and use granted by the competent authority on pro-rata basis irrespective of whether the Applicant(s)/ intending allottee(s) is in occupation of the Apartment or not and work is still going on in adjacent tower/ buildings & infrastructure facilities including club etc are not fully completed. In order to secure due performance by the Applicant(s)/ intending allottee(s) in prompt payment of the maintenance bills and other charges raised by the Maintenance Agency, the Applicant(s)/ intending allottee(s) agrees to deposit, as per the schedule of payment and to always keep deposited with the Company or the Maintenance Agency, nominated by the Company, an Interest Bearing Maintenance Security (IBMS) at the rate of Rs. 100/- per sq. ft. of the super area of the Apartment carrying a simple yearly interest as per the applicable rates on fixed deposits accepted by The State Bank of India at the close of each financial year ending on 31st March. In case of failure of the Applicant(s)/ intending allottee(s) to pay the maintenance bill or other charges on or before the due date, the Applicant(s)/ intending allottee(s) in addition to permitting the Company/ Maintenance Agency to deny him/ her the maintenance services, also authorizes the Company/ Maintenance Agency to adjust in the first instance, the interest accrued on the IBMS against such defaults in the payments of maintenance bills and in case such accrued interest falls short of the amount of the default, the Applicant(s)/ intending allottee(s) further authorizes the Company/ Maintenance Agency to adjust the principal amount of the IBMS against such defaults. If due to such adjustments in the principal amount, the IBMS falls below the agreed sum of Rs. 100/- per sq. ft. of the super area of the said Apartment, then the Applicant(s)/ intending allottee(s) hereby undertakes to make good the resultant shortfall within fifteen (15) days of demand by the Company/ Maintenance Agency. Further, the Company reserves the right to increase IBMS from time to time in keeping with the increase in the cost of maintenance services and the Applicant(s)/ intending allottee(s) agrees to pay such increases within fifteen (15) days of demand by the Company. If the Applicant(s)/ intending allottee(s) fails to pay such increases in the IBMS or to make good the shortfall as aforesaid on or before its due date, then the Applicant(s)/ intending allottee(s) authorizes the Company to recover the amount with an interest @ 24% p.a. or at its sole discretion to treat the allotment as cancelled without any notice to the Applicant(s)/ intending allottee(s) and sell the apartment to recover the shortfall from the sale proceeds of the said Apartment and to refund to the Applicant(s)/ intending allottee(s) only the balance of the money realized from such sale after deducting there-from the entire earnest money, interest on delayed payments, any interest paid, due or payable and all other dues as set out in the payment plan. It is made specifically clear and it is so agreed by and between the parties hereto that this condition relating to IBMS as stipulated in this clause shall survive irrespective of the conveyance of title in

favour of the Applicant(s)/ intending allottee(s) and the Company shall have first charge/ lien on the said Apartment in respect of any such non payment of shortfall/ increase, as the case may be.

The Company shall, if already paid by the Applicant(s)/ intending allottee(s) to the Company may, at its sole discretion, refund to the Applicant(s)/ intending allottee(s) the amount collected in full and final settlement of IBMS or as an alternative, the Applicant(s)/ intending allottee(s) hereby authorizes the Company to transfer to the Maintenance Agency the IBMS of this Application, after adjusting therefrom any outstanding maintenance bills and/ or other outgoings of the Applicant(s)/ intending allottee(s) at any time including upon execution of the Conveyance Deed and thereupon the Company shall stand completely absolved/discharged and all clauses dealing/concerning the IBMS of this Application, Flat Buyer Agreement and the Conveyance Deed, as far as, they are applicable to the Company shall cease to be valid and effective. It is hereby specifically agreed by the Applicant(s)/ intending allottee(s) that such transfer of IBMS shall not be linked in any manner whatsoever to the implementation of the Haryana Apartment Ownership Act, 1983 by the Company for the said Complex. Further the Applicant(s)/ intending allottee(s) agrees that the Maintenance Agency, upon transfer of the IBMS or in case of fresh IBMS is sought from the Applicant(s)/ intending allottee(s) as stipulated hereinabove, shall have the sole right to modify/ revise all or any of the terms of the IBMS, Tripartite Maintenance Agreement, including but not limited to the amount/ rate of IBMS, etc. In addition, Sinking Fund will be created and will be paid extra by the Applicant(s)/ Intending Allottee(s) for replacement, refurbishing, major repairs of the plants and equipment etc., installed in the said Complex or towards any unforeseen contingency in future. The Applicant(s)/ Intending Allottee(s) hereby undertakes to comply with all the terms and conditions stipulated in the Maintenance Agreement.

26. The maintenance and other charges will be paid for each calendar month of the year in advance before the 7th of each month. Payment will be made to the Company/ Maintenance Agency and in case of failure to make payment before the 7th of each month to which they relate, the Applicant(s)/ Intending Allottee(s) or any one claiming under him shall cease to have the right of any passage to the Apartment and enjoyment of common facilities.
27. The Applicant(s)/ Intending Allottee(s) agrees and understands that the right of entrance to the Apartment shall be subject to the payment of the maintenance charges and performance of all the covenants of these presents or as may be imposed by the Company or the Maintenance Agency appointed by the Company from time to time and the company on its sole discretion can disconnect any or all the services & connections if maintenance and / or consumption / usage charges are not forthcoming.
28. The scavenging of the common areas will be carried out by the Maintenance Agency but those inside the apartment will be carried out by the Applicant(s)/ Intending Allottee(s) only, who will ensure that all dirt, refuse and waste is properly transported out in covered cans/ bags as biodegradable & non biodegradable waste.
29. It is made clear that the Applicant(s)/ Intending Allottee(s) shall have no right to claim partition of the said land and/ or common areas/ facilities, even the Apartment is not partitionable. The possession of the common areas will always remain with the company or the maintenance agency appointed by the Company and is not intended to be given to the Applicant(s)/ Intending Allottee(s) except a limited right to user subject to payment of all such charges.
30. The Apartment applied for along with the building in which the Apartment has been applied for shall be subject to the provisions of Haryana Apartment Ownership Act, 1983 or any statutory enactment or modifications thereof. The common areas and facilities and the undivided interest of each Apartment owner in the common areas and facilities as specified by the Company in the declaration, which may be filed by the Company in compliance of Haryana Apartment Ownership Act, 1983 shall be conclusive and binding upon the Apartment owners and the Applicant(s)/ intending allottee(s) agrees and confirms that his/ her right, title, interest in the said Apartment/ Building shall be limited to and governed by what is specified by the Company in the said declaration. In this regard, it is made clear by the Company and fully understood by the Applicant(s)/ intending allottee(s) that the declaration to be filed in compliance of Haryana Apartment Ownership Act, 1983 in strict consonance with clause 14 above in no manner shall confer any right, title or interest in any lands, facilities, amenities and buildings outside the land beneath the footprint of the said Building in which the said Apartment is located.
31. The Company shall endeavor to give possession of the Apartment to the Applicant(s)/ intending allottee(s) within thirty six (36) months from the date of the execution of Flat Buyer Agreement and after providing necessary infrastructure in the sector by the government but subject to force majeure, circumstances and reasons beyond the control of the Company. The Company on obtaining certificate for occupation and use by the Competent Authorities shall hand over the Apartment to the Applicant(s)/ intending allottee(s) for his/ her occupation and use and subject to the Applicant(s)/ intending allottee(s) having complied with all the terms and conditions of the Flat Buyer Agreement. In the event of his/ her failure to take over and/ or occupy and use the Apartment provisionally and/ or finally allotted within thirty (30) days from the date of intimation in writing by the Company, then the same shall lie at his/ her risk and cost and the Applicant(s)/ intending allottee(s) shall be liable to pay compensation @ Rs. 5/- sq. ft. of the super area per month as holding charges for the entire period of such delay. If the Company fails to complete the construction of the said building/ Apartment within thirty six (36) months from the date of execution of Flat Buyer Agreement and after providing necessary infrastructure in the sector by the government as aforesaid, then the Company shall pay to the Applicant(s)/ intending allottee(s) compensation @ Rs. 7/- sq. ft. of the super area per month for the entire period of such delay. The adjustment of compensation shall be done at the time of conveying the Apartment and not earlier. The said compensation shall be a distinct charge in addition to maintenance charges and not related to any other charges as provided in this application and Flat Buyer Agreement. If there is any delay in payments/remittances by the Applicant(s) / intending allottee(s) or in order to comply with any specific request of the Applicant(s) / intending allottee(s) such as providing additional fitments in his/her Apartment, then the above-said period of thirty six (36) months will automatically and correspondingly get extended by the period of such delay.
32. That the intending Allottee(s) may get the name of his/her nominee substituted in his/her place, with prior approval of the Company, provided the intending Allottee has paid at least 30% of the total consideration and cleared all dues till that date and on such conditions/guidelines/charges as applicable from time to time.
33. The Applicant(s)/ intending allottee(s), cannot transfer the registration, booking or allotment in favour of his/her nominees or add/ amend/ delete the name of the co-applicant, unless approved by the Company, who may at its sole discretion permit the same on such terms & conditions as it may deem fit and on the payment of such administrative charges as may be fixed by the Company from time to time. The Applicant(s)/ intending allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the Applicant(s)/ intending allottee(s) that as understood by the Company at present there are no executive instructions of the competent authority to restrict any nomination/ transfer/ assignment of the allotted Apartment. However, in the event of any imposition of such executive instructions at any time after the date of this application to restrict nomination/ transfer/ assignment of the allotted Apartment by any authority or payment of the stamp duty or any other charges through executive order, the Company will have to comply with the same and the Applicant(s)/ intending allottee(s) has specifically noted this.

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34. The Applicant(s)/ intending allottee(s) shall use/ cause to be used the Said Apartment for residential purpose only and not for any other purpose.
35. The Applicant(s)/intending Allottee(s) hereby covenants with the Company to pay from time to time and at all times, the amounts which the applicant/Intending Allottee(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performances 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 performances of the said covenants and conditions by the Applicant(s)/intending allottee(s).
36. That the Applicant(s)/ intending allottee(s) undertakes that he/she will not demolish/ destroy or cause to demolish/ destroy any structure of the Said Apartment or any addition(s) or alteration(s) of any nature in the same or in any part thereof. That the Applicant(s)/ intending allottee(s) shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the Said Apartment in any form. The Applicant(s)/ intending allottee(s) shall also not change the colour scheme of the outer walls and painting of exterior side of the door and windows and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing/ hedging/ grills without the prior permission of the Company. That the Applicant(s)/ intending allottee(s) shall not remove any walls of the Said Apartment including load bearing walls/ structure of the same, shall remain common between the Applicant(s)/ intending allottee(s) and owners of the adjacent Apartments.
37. That the Applicant(s)/ intending allottee(s) undertakes that he/she shall not put up any name or sign board, neon-light, publicity or advertisement material, hang clothes etc. at the external facade of the building or any where on the exterior on common areas and shall be entitled to display his name plate only at the proper place, provided for the Said Apartment and in the manner approved by the Company. That it is understood by the Applicant(s)/ intending allottee(s) that the internal maintenance of the Apartment shall always remain the responsibility of the Applicant(s)/ intending allottee(s). That the Applicant(s)/ intending allottee(s) may get insurance of the contents lying in its Apartments at his own cost and expenses. The Applicant(s)/ intending allottee(s) shall not keep any hazardous, explosive, inflammable chemicals/ material etc., which may cause damage to the Building. The Applicant(s)/ intending allottee(s) shall always keep the Company harmless and indemnified for any loss and damages in respect thereof.
38. In case any Applicant(s)/Intending Allottee(s) books/buys more than one unit/property in any of the project(s) of M/s Raheja Developers Private Limited (or any of its associates/subsidiaries/sister concern/close relatives) and commits default in payment schedule of such booking/payment, in that event, the Developers would be entitled to adjust/appropriate the amount paid towards booking/sale consideration of property covered under this agreement towards the amount already outstanding, due and payable in respect of any other property including outstanding interest and in such event the developer shall be entitled to cancel the booking made by the purchaser under this agreement after appropriating the entire amount outstanding against such booking(s). It is understood by the applicant that he does not have right to book/apply for any new booking in any property being developed by the developer or any of its associates/subsidiaries/sister concern/close relative(s) unless he is making regular and up to date payment(s) in the booking(s) already made by him with the developer or any of its associates/subsidiaries/sister concern(s).
39. That the Applicant(s)/ intending allottee(s) shall not use the Said Apartment in the manner, so as to cause blockade or hindrance to common passages, veranda or terraces. No common parts of the Building will be used by the Applicant(s)/ intending allottee(s) for keeping/ Chaining Pets/ Animals, Dogs, Birds or no storage of cycles, motorcycles, waste/ refuse, nor the common passages shall be blocked in any manner.
40. The Applicant(s)/ intending allottee(s) shall not be allowed to do any activity, which may be objected to by the other residents, such as playing of high volume music, loudspeaker or any activity which spoils the decorum or decency or beauty of the Complex including defacing of common walls, lifts or throwing or dumping of refuse/ garbage, which could be subject to fine or penalties as per the latest Supreme Court directives and the laws of the land, as applicable from time to time.
41. That the Company will communicate with the Applicant(s)/ Intending Allottee(s) mainly through emails unless statutory requirement of postal letter(s)/ notice(s) is obligatory. That all Notices / Letter of communication to be served on the Applicant(s)/ Intending Allottee(s) as contemplated by this application shall be deemed to have been duly served, if sent to the Sole Applicant(s)/ Intending Allottee(s) or to the first applicant in case of more than one applicant(s), at the email-id/ address given by the Applicant (s)/ Intending Allottee(s) and shall be the responsibility of the Applicant(s) / Intending Allottee(s) to inform the Company by e-mail/ registered letter and also obtain a formal specific receipt about all subsequent changes, if any, in his e-mail id/ Postal Address, failing which all communications and letters posted at the first registered e-mail id/ postal address will be deemed to have been received by the Applicant(s)/ Intending Allottee(s) at the time when those should normally reach at the e-mail id/ addresses and the Applicant(s)/ Intending Allottee(s) shall be responsible for any default for any payment and other consequences that might accrue there-from. However, any change in the address of the Applicant(s)/ Intending Allottee(s) shall be communicated to the company through e-mail/ registered post within 7 (Seven) days of such change. In all communications, the reference of the provisionally allotted Apartment must be mentioned clearly. In case there are joint Applicant(s) all communication shall be sent by the Company to the Applicant whose name appears first, at the e-mail/ address given by him for mailing and which shall for all purpose be considered as served to all the Applicant(s)/ Intending Allottee(s) and no separate communication shall be necessary to the other named applicant/s.
42. The Applicant(s)/ intending allottee(s) hereby authorizes and permits the Company to raise finance/ loan from any Financial Institution/ Bank by way of mortgage/ charge/ securitization of receivables of his/ her Apartment subject to the Apartment being free of any encumbrance at the time of execution of Conveyance Deed. The Company/ Financial Institution/ Bank shall always have the first lien/charge on the said Apartment for all dues and other sums payable by the Applicant(s)/ intending allottee(s) or in respect of the loan granted for the purpose of the construction of the said Apartment/ Building/ Complex. In case of the Applicant(s)/ intending allottee(s) who have opted for long term payment plan arrangement with any Financial Institutions/ Banks, the conveyance of the Apartment in favour of the Applicant(s)/ intending allottee(s) shall be executed only upon the Company receiving No Objection Certificate from such Financial Institutions/ Banks.
43. The Applicant(s)/intending allottee(s) hereby agrees to comply with all the laws of the land at all times, as may be applicable to the said apartment but not limited to the provisions of Environment (Protection) Act, 1986, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and their rules, Notifications etc. in respect of his said Apartment and the Applicant(s)/intending allottee(s) shall always remain solely responsible for the consequences of non-compliance of the aforesaid Acts/rules and laws of the Land.
44. The Company reserves the right to transfer ownership of the said Project in whole or in parts to any other entity, such as Partnership Firm, Body Corporate(s) whether incorporated or not, Association or Agency etc. by way of sale/ disposal or any other arrangement, as may be decided by the Company in its sole discretion without any intimation, written or otherwise to the Applicant(s)/ intending allottee(s) and the Applicant(s)/ intending

Sole/ First Applicant

Second Applicant

allottee(s) agrees that he/ she shall not raise any objection in this regard.

45. The Applicant(s)/intending allottee(s) agrees that the sale of the premises is subjected to force majeure which inter-alia include delay on account of non availability of steel and/or cement or other building materials or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, non-availability of necessary infrastructure facilities by the government for carrying development activity, pollution clearance from the Board, Government Authorities, court injunction, civil commotion or by reason of war or enemy action or terrorist action or earthquake or any Act of God and if non delivery is beyond the control of the Company and in any of the aforesaid events, the Company shall be entitled to a reasonable extension of time for delivery of possession of the said premises, depending upon the then contingency /prevailing circumstances. The Company as a result of such a contingency arising thereto reserves, the right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of the Company so warrant the Company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the Applicant(s)/intending allottee(s) for the period of suspension of scheme.
46. In case the Company is forced to abandon the said Project for any reason, the Company shall be liable to refund the amount paid by the Applicant(s)/intending allottee(s) without any interest or compensation within six months from the happening of such eventuality. In consequences of the Company abandoning the scheme, the Company's liability shall be limited to the refund of the amount paid by the Applicant without any interest or compensation, whatsoever.
47. The provisional and/or final allotment of the apartment is entirely at the sole discretion of the Company and the Company has a right to reject any application, provisional or final allotment without assigning reasons thereof.
48. The Company shall have the first lien and charge on the Said Apartment for all its dues and other sums payable by the Applicant(s)/ intending allottee(s) to the Company.
49. The Applicant(s)/ Intending Allottee(s) agrees not to fix or install air conditioners or heaters in the said apartment, save and except at the places which have been specified in the said apartment for the installation nor in any way disturb the external façade of the Apartment.
50. The Applicant(s)/ Intending Allottee(s) agrees not to fix or install any window antenna on the roof or terrace of the Tower/ building except by the prior written sanction of the developer.
51. The Applicant(s)/ Intending Allottee(s) agrees not to park their car on the pathway or open spaces of the Tower/ Building/ Complex or at any other place except the space allotted, if any, and shall use the pathway as would be decided by the Company
52. It is clearly understood and so agreed by and between the parties that all the provisions contained herein and the obligation arising hereunder in respect of said project shall equally be applicable to and the enforceable against any and all occupiers, tenants, licence and/or subsequent purchasers/assignees/nominees of the said apartment as the said obligation go along with the said project for all intents and purposes.
53. Singular shall mean and include plural and masculine gender shall mean and include female gender wherever applicable.
54. The Applicant(s)/intending allottee shall not create any mischief and shall not do any act or omission as could disturb the peace, serenity, tranquility of his/her apartment or of the region/ project
55. The applicant(s)/intending allottee(s) shall not cause to do any act which may invalidate the insurance of his/her apartment or of the region/ project
56. All or any disputes arising out or touching upon or in relation to the terms of this application, Flat Buyer Agreement and/ or Conveyance Deed including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at the Office of the Company in New Delhi by a sole arbitrator who shall be appointed by the Managing Director of the Company. The Applicant(s)/ intending allottee(s) hereby confirms that he/ she shall have no objection in this appointment. In case of any proceedings, references etc touching upon the arbitration subject including any award, the territorial jurisdiction of the courts shall be Gurgaon as well as of Punjab & Haryana High Court at Chandigarh.

Declaration

I/ We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/ We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/ us with the terms and conditions as comprehensively set out in Flat Buyer Agreement, which shall be in addition to the terms and conditions set out in this application. I/ We are fully conscious that it is not incumbent on the part of the Company to send us reminders/ notices in respect of our obligations as set out in this application and/ or Flat Buyer Agreement and I/ We shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and conditions contained in this application and/ or Flat Buyer Agreement. I/ We have sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the Company, I have now signed this Application Form and paid the monies thereof fully conscious of my liabilities and obligations including interest & penalties on late payments and defaults & even leading to forfeiture of earnest money as may be imposed upon me. I/ We further undertake and assure the Company that in the event of cancellation of my/ our allotment either by way of forfeiture or refund of my/ our monies or in any manner, whatsoever including but not limited to as set out in the terms and conditions provided in this application, I/ We shall be left with no right, title, interest or lien on the Apartment applied for and provisionally and/ or finally allotted to me/ us in any manner whatsoever.

Date

Place

For Raheja Developers P Ltd

Applicant(s)/ Intending allottee (s)

Authorised Signatory

Signature

Sole/ First Applicant

Second Applicant

UNDERTAKING

Dated _____

To

M/S RAHEJA DEVELOPERS PVT. LTD
215-216, Rectangle- 1,
D-4, Saket District Centre,
Saket, New Delhi 110017

**Subject: Provisional Allotment of Residential Apartment in
project "RAHEJA'S ATHARVA"**

Dear Sir/ Madam,

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

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

AND/OR

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

Thanking You,

NAME:

(SIGNATURE)

ADDRESS:

Sole/ First Applicant

Second Applicant

PAYMENT PLAN

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

INSTALLMENT PAYMENT PLAN

Months	Tentative construction schedule	Installments to be Paid
At the time of Booking		10 % of BSP
Within 60 Days of Booking		15% of BSP
On Signing of Agreement and allotment of Apartment No.		0% of BSP+ EDC&IDC+25% of PLC +25% of Parking
Within 2 months of agreement		5% of BSP +25% of PLC + 25% of Parking
Within 4 months " "	On start of excavation	5% of BSP +25% of PLC + 25% of Parking
Within 6 months " "	On Foundation laying/ start of construction work	5% of BSP +25% of PLC + 25% of Parking
Within 8 months " "	On completion of Foundation	5% of BSP +50% of Club Membership
Within 10 months " "	On completion of 2nd floor slab	5% of BSP +50% of Club Membership
Within 12 months " "	On completion of 4th floor slab	5% of BSP
Within 14 months " "	On completion of 6th floor slab	5% of BSP
Within 16 months " "	On completion of 8th floor slab	5% of BSP
Within 18 months " "	On completion of 10th floor slab	5% of BSP
Within 22 months " "	On completion of 12th floor slab	5% of BSP
Within 25 months " "	On completion of 14th floor slab	5% of BSP
Within 28 months " "	On completion of 16th floor slab	5% of BSP
Within 31 months " "	On completion of 18th floor slab	5% of BSP
Within 34 months " "	On completion of final roof slab and finishing	5% of BSP
On receipt of Occupancy Certificate		5% of BSP + IBMS + Registration Charges

Note:

- In case the purchaser makes any prepayment for any of the installment as stated above, the Developer has a right to retain/refund the excess money received from the purchaser. If the Developer decides to keep such amount, an interest of 9% p.a. calculated on monthly basis for the period of prepayment of installments will be paid to the Purchaser by the Developer on the amount of prepayment, provided such amounts have been lying with the company for more than one year.
- If a purchaser books an apartment in between after the 1st launch date, the entire outstanding amount of the installments valid till that date shall have to be paid within 30 days of the booking.
- The construction schedules shown are indicative and approximate & does not affect the due date of payment of installment. Company at its sole discretion may suspend the instalments(s) collection if it feels that the construction of the project is delayed beyond two months.

Sole/ First Applicant

Second Applicant

PAYMENT PLAN

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

DOWN PAYMENT PLAN

Months	Stages	Payment	Amount (Rs.)
0	At the time of booking	10% of BSP	
2	Within 60 days of booking	85% of BSP +100% of PLC + 100% of parking + 100% of EDC & IDC+ club Membership	
	On receipt of occupation certificate*	5% of BSP + IBMS+ Registration Charges	

Sole/ First Applicant

Second Applicant

ATHARVA REGAL SPECIFICATIONS

Location	Floors	External fenestrations	Fittings and Fixtures	Walls	Internal fenestrations	Ceiling
Living Room	Italian stone finish tiles with appropriate border	Floor to ceiling powder coated aluminium framing with glass	Designer lights and Modular Switches	Appropriate Surface Treatment with Plastic emulsion paint of pleasing shades	Moulded Indian/Imported frames with coloured glass	White Plastic emulsion paint with appropriate cornices & moulding design
Dining Room	Italian stone finish tiles with appropriate border	Floor to ceiling powder coated aluminium framing with glass	Designer lights and Modular Switches	Appropriate Surface Treatment with Plastic emulsion paint of pleasing shades	Moulded Indian/Imported frames with coloured/ tinted/clear glass	White Plastic emulsion paint with appropriate cornices & moulding design
Bed Rooms	Laminated/wooden flooring with appropriate border	Floor to ceiling powder coated aluminium framing with glass	Designer lights and Modular Switches	Appropriate Surface Treatment with Plastic emulsion paint of pleasing shades	Moulded Indian/Imported frames with coloured/ tinted/clear glass	White Plastic emulsion paint with appropriate cornices & moulding design
Toilet	Granite/Marble/ Designer tiles	Powder coated Aluminium framing with clear glass	Master toilet, single lever CP fittings, Shower Panel in toilet, appropriate sanitary fixtures, granite counter with concealed hot water supply.	Appropriate Ceramic/Granite/ Stone tiles upto the ceiling level	Moulded Indian/Imported frames with coloured/ tinted/clear glass	White Plastic emulsion paint with appropriate cornices & moulding design
Modular Kitchen	Granite/Marble/ Appropriate tiles	Powder coated Aluminium framing with clear glass	Granite counter, stainless steel sink and drain board, flexible stainless steel fittings with concealed hot water supply	Appropriate Ceramic tiles upto 2' above the counter	Moulded Indian/Imported frames with coloured/ tinted/clear glass	White Plastic emulsion paint with appropriate cornices & moulding design
Dressing rooms/ Private sitting	Laminated/wooden flooring with appropriate border	Floor to ceiling powder coated aluminium framing with glass	Designer lights and Modular Switches	Smooth surface treatment with Plastic emulsion paint	Moulded Indian/Imported frames with coloured/ tinted/clear glass	White Plastic emulsion paint with appropriate cornices & moulding design
Servant Room	Ceramic tiles/ Marble	Powder coated aluminium framing with clear glass	Tube light with Anchor equivalent switches	Plastic emulsion	Moulded Indian/Imported frames with coloured/ tinted/clear glass	Plastic Emulsion Paint
Balconies	Anti Skid Granite/ Marble finished tiles		Selected Steel finish railing	Weathercoat emulsion	Steel and/or Glass	White Plastic emulsion paint with appropriate cornices & moulding design
Lift Lobbies/ Corridors	Granite/ Imported Marble tiles		Airconditioned Reception on Ground Floor, Planters, Censor operated lighting in lobbies, cameras & appropriate Interior Decorations	Appropriate Surface treatment with Plastic emulsion / Textured paint	Moulded Indian/Imported frames clear glass	White Plastic emulsion paint with appropriate cornices & moulding design
Entrance Foyer	Imported Marble Floor with other appropriate stone finishes for design		Planters & appropriate Interior Decorations	Granite/Marble finished tile cladding upto 2100 mm and textured paint above	Moulded Indian/Imported frames with coloured/ tinted/clear glass	POP False ceiling with Plastic emulsion paint
Structure	Earth-quake resistant (with latest seismic code), RCC framed structure with external brick/block walls and internal plaster board paneling, central music, internet with brick filler walls					
Electrical	Copper Electrical wiring throughout in concealed conduit with provision for light points, power points, TV and telephone sockets with protective MCB's					
External finish	All weather textured paint with stone/aluminium composite cladding and grit work at selected areas					
Club Facility	Swimming pool with change rooms, multipurpose room, multi gym, Outdoor sports facilities like tennis courts					
Amenities	24 hrs. power back-up, Primary School, Shopping Complex, Modular Kitchen, Air-conditioned split unit in each Bedroom and Drawing/Dining except servant room					

Note :

1. Fenestrations opening on to a balcony shall be considered as internal fenestrations.
2. In the quest for excellence some of the specifications may have to be revised.

APARTMENT NO:

Specifications are subject to change in keeping with high quality standards as decided by competent authority/Company.

**Specifications as on 4th December' 2007.*

Sole/ First Applicant

Second Applicant