



RAHEJA  
**ARANYA**  
THE GREEN CITY

APPLICATION FORM



To  
M/s Raheja Developers Limited  
Saket  
New Delhi 110017

Dear Sir/s,

I/We hereby apply for provisional allotment of One (1) number Plot in the plotted township namely "Raheja's Aranya City" situated in Sector-11 & 14, Sohna, Gurgaon, Haryana (hereinafter called the "Township").

I/We remit herewith a sum of Rs..... (Rupees .....  
.....) by Bank Draft/ Cheque no(s) ..... dated ..... drawn  
on ..... Bank (being 10% of Basic Sales Price "BSP") and Rs.....  
(Rupees.....) by post dated Cheque  
no(s)..... dated..... drawn on ..... Bank (being  
15% of Basic Sales Price "BSP") as booking amount as per the price and payment plan enclosed herewith.

The earnest money for the purpose of this Application and the Agreement to Sell shall be calculated at 10% of the total sales consideration of the said Plot.

I/ We have read complete terms and conditions of agreement contained in this Application and clearly understood that till this Application is accepted for allotment by the company, I/We do not become entitled to the provisional and/or final allotment of Residential Plot notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the earnest money tendered with this application & encashed the same. It is only after I/We sign and execute the Agreement to Sell on the mutually agreed format thereby agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon both me and the company. The terms and conditions of this Application Form are broadly the same as I/we will be required to sign in the Agreement to Sell. If I/We seek any amendment or correction in the same it can be accepted/incorporated at this stage of application only. It is agreed and understood by me/us that no request for the change in the terms and conditions of the Agreement to Sell shall subsequently be entertained on any ground whatsoever. 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 on such cancellation the earnest money paid by me/us shall stand forfeited. I/We are making this application with the full knowledge that the licence and layout plan for the Township project has already been issued by DGTCP, Haryana. The demarcation and zoning plans are yet to be sanctioned and even though sanctioned may require alteration due to any planning or architectural requirements, market conditions, statutory requirements, actual site /plot area available on final measurement, technical or execution needs subsequent extension of Township by addition of more land and additional licenses; therefore areas offered under this application are tentative. It is understood the application is subject to approval by the screening committee and if due to overbooking or allotment criteria/constraints the Company is not in a position to finally allot a Residential Plot applied for within a period of one year from the date of this Application, the Company shall refund the amount deposited by me/us with simple interest at the rate of 10 % 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 the processing period for the application) in complete discharge of its obligation.

I/We hereby acknowledge that I have understood and satisfied myself in all respects about the right, title, interest, location, size, price, infrastructure, status, local conditions and environment or government regulations, availability of finance and interest rates, market conditions, my/our ability to make timely payments etc. in deciding to apply for purchase of the Said Plot and have not relied upon and am/are not influenced by any written or verbal representation and assurances, warranties, statements or estimates of any nature whatsoever made by selling agents/brokers or otherwise including but not limited to any visual or oral representations relating to the description, location or physical condition of the said Township/said Plot. I/We am/are also aware of the risk perceptions and price fluctuations which are related to real estate sector and Indian economy in general and this area and project in particular.

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 constituting 25% of BSP together with the Application Form complete in all respects otherwise the application shall be liable for rejection and amount(s) paid by me/us up to the extent of earnest money shall be forfeited. The Company will be corresponding with me only on the email id furnished by me.

Further, in the event of M/s Raheja Developers Ltd (hereinafter referred to as "The Company") agreeing to provisionally allot a Residential Plot, I/we agree to execute agreement to sell on the already mutually agreed format within stipulated period and to pay further installments of total sales consideration and all other dues including PLC's (Preferential Location Charges), AGC (Additional Green charges) 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 fully understood & accepted by me.

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

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
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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)

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

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)

3. Payment Plan: Down Payment  Installments

4. Preference of Plot to be purchased:

a) Type of Plot

Type of Plot	Tentative Area (Approx. sq. yards/mtrs.)*	Preference Order
<input type="text"/>	<input type="text"/>	1st <input type="text"/>
<input type="text"/>	<input type="text"/>	2nd <input type="text"/>
<input type="text"/>	<input type="text"/>	3rd <input type="text"/>

b) Block Name  c) Plot No.

5. Preferential location charges (as percentage of BSP) :

(a) Corner : 10% = Rs.  (b) Green Facing : 10% = Rs.

(c) Main Road : 10% = Rs.  (d) Three sides open : 20% = Rs.

6. Basic Sale Price(BSP):	@ Rs.	<input type="text"/>	per sq. yd.	Total Rs.	<input type="text"/>
Additional Green Charges (includes trees & plantation):	@ Rs.	<input type="text"/>	per sq. yd.	Total Rs.	<input type="text"/>
External Development Charges (EDC) and Infrastructural Development charges (IDC)	@ Rs.	<input type="text"/>	per sq. yd.	Total Rs.	<input type="text"/>
Interest Free Maintenance Security(IFMS):	@ Rs.	<input type="text"/>	per sq. yd.	Total Rs.	<input type="text"/>
Club Membership fees	Rs.	<input type="text"/>		Total Rs.	<input type="text"/>
Other Charges* (as applicable):	@ Rs.	<input type="text"/>	per sq. yd.	Total Rs.	<input type="text"/>
Total tentative cost of the Plot	Rs.	<input type="text"/>			

7. Environment Commitment

I/We the undersigned applicant(s) do hereby undertake that if any application is considered/accepted, I/we shall always maintain the ecological harmony inter-alia 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 and majority of land owners for long term maintenance of extra environment conservation.

8. Declaration:

I/ We the undersigned applicant (Sole/ First and Second Applicant), do hereby declare that my/our application for allotment is irrevocable and that the above-mentioned particulars/ information given by me/ us is true and correct to my/ our knowledge and no material fact has been concealed therefrom. I/ We have gone through the terms & conditions written herein and the payment plan attached with this Application Form and accept the same, which shall ipso-facto be applicable to my/ our nominees, legal heirs and successors. The allotted plot



## TERMS AND CONDITIONS FOR ALLOTMENT OF A RESIDENTIAL PLOT IN RAHEJA'S ARANYA CITY, SOHNA, GURGAON, HARYANA

The terms and conditions given below will be more comprehensively set out in the Agreement to Sell:

1. The Intending Applicant has applied for allotment of a Plot in the project namely "Raheja's Aranya City", being developed in Sector-11 & 14, Sohna, Gurgaon, Haryana with full knowledge of all laws, notifications and rules applicable to the Township and also about the present status of approvals including but not limited to ownership, layout plan, licenses and other approvals applicable to the Township which have been explained by the Company and understood by him/her. The Licence and layout for this Township has already been issued by DGTCP, Haryana, while demarcation, zoning, environment clearances etc. are yet to be sanctioned. This application is a mere request by the Intending Applicant for the allotment of a Plot in the above-said Township and the Company reserves the right to accept or refuse the request for allotment of Plot for whatever reasons and/or criteria. That the Company has laid down criteria and eligibility norms for allotment of Plots and the Application will be screened by the screening committee appointed for this purpose with a view to discourage speculation and benefit the actual end users and that the decision of the screening committee towards acceptance/ rejection of the Application and allocation of Plot number will be final and binding notwithstanding the fact that Intending Applicant might have tendered earnest money in full. The application will be taken up by the screening committee only if it is complete in all respects and subject to the tendering 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 mutually agreed and accepted. The allotment of Plot number will be at sole discretion of the company. In case, the Company fails to accept/consider the application then the refund of the Earnest Money so received by the Company 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 Intending Applicant shall have no right, claim or interest of whatsoever nature or kind in the Plot/ Township thereafter. If this application of the Intending Applicant is accepted, the intimation of the Allotment shall be issued subject to acceptance of the Terms & Conditions. That the Intending Applicant shall comply with all the legal requirements as required for the purchase of immovable property, as and when applicable. The Intending Applicant has specifically agreed with the Company that the allotment of the Plot shall be subject to strict compliance of Code of Conduct that may be determined by the Company for occupation and use of the Plot and such other conditions as per the applicable laws of India.
2. The Intending Applicant specially NRI's/Foreign entities 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 legitimacy of investment, money laundering, 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 or the Company, the amount paid towards sale consideration will be frozen and refunded by the Company as per rules and Government directions without any interest and the allotment may be cancelled forthwith without any liability of the Company on such account and that the Intending Applicant shall keep the Company fully indemnified and harmless in this regard and all the responsibility for statutory and legal compliances of such payments will be that of the Intending Applicant.
3. That the Intending Applicant understands that the Township project will be executed as per the applicable laws, notifications, rules and regulations and also understands the limitations and obligations of the Company with respect to compliances and larger social and environmental obligations.
4. That, the Intending Applicant hereby undertakes that he/she shall abide by all laws, rules, regulations, notifications, terms and conditions of Central Government, Haryana Government, Haryana Urban Development Authority, Registrar of Societies, Local Bodies, taxation, environment, Fire, Explosive, Ground Water, Excise, etc. and any alteration(s)/amendment(s) / modification(s) thereto, and shall be liable for defaults and/or breaches of any of the conditions, rules or regulations as may be applicable to the said land/Township.
5. That the Intending Applicant acknowledges and agrees that the Company has provided all the information and clarifications as required by the Intending Applicant and that the Intending Applicant has also relied upon his own judgment and investigation with respect to location, size, price, availability of infrastructure, Government regulations, availability of finance and interest rates, market conditions, his/her own ability to make timely payments etc. in deciding to apply for allotment and to purchase

the Said Plot based only upon the printed brochure and application form with terms and conditions and payment plan of the Company and has not relied upon and is not influenced by any, written, visual or verbal representation and assurances, warranties, statements or estimates of any nature whatsoever made by its selling agents/brokers or otherwise including but not limited to any representations relating to the description, location, payment plan, price, PLC etc. or physical condition of the said Township/said Plot. The Intending Applicant is also aware of the risk perceptions and price fluctuations which are related to real estate sector and Indian economy in general and this area in particular.

6. The price mentioned in the Application is inclusive of cost of carrying out of internal development works comprising of construction of internal roads and footpaths, drains, fixing poles and making provision for electrification, street lighting, laying of pipes and water supply, sewerage line and providing road side horticulture, development of parks etc. but does not include the individual electric, water, sewerage connection charges etc. and the same shall be payable by the Intending Applicant on demand by the Company at the time of providing necessary connections to the Intending Applicant from the main line.
7. There will be Preferential Location Charges (PLC) as declared/applicable at the time of booking, such as corner, pool, green, park, main road facing Plot etc. as per discretion of the Company. In case any location is preferred by the Intending Applicant for the Plot in the said Township, Intending Applicant must satisfy himself about the location offered/allotted viz a viz applicable and chargeable PLC as clearly mentioned in price list/payment plan as the same shall be payable by the Intending Applicant as per the demand of the Company in a manner and within the time as stated in the payment plan. However, the Intending Applicant has specifically agreed that if subsequently due to any reason, the said Plot ceases to be preferentially located, the Company shall be liable to refund only the amount of PLC paid by the Intending Applicant and such refund shall be adjusted in the next installment due as stated in the payment plan or the Intending Applicant may seek refund of the said amount. On the other hand, if his Plot in the Township becomes preferentially located due to any reason then the Intending Applicant shall be liable and agrees to pay additional PLC as stated in the payment plan along with the next installment due.
8. The External Development Charges (EDC), Infrastructure Development Charges (IDC), Infrastructure Augmentation Charges (IAC) for the external and infrastructural services respectively which is to be provided by the Haryana Government / HUDA have been charged on pro rata approximate basis from all the Intending Applicant on the basis of the present rate fixed by the Haryana Government. As per the bilateral agreement signed with DGTCP under Haryana Development & Regulation of Urban Areas Act 1975 & Rules 1976 the EDC, IDC & IAC rates are tentative and maybe revised. The company is under obligation to pay the additional EDC, IDC & IAC charges in the manner as directed by the Director General Town and Country Planning.

Therefore in case of any increase in these charges in future (including with retrospective effect by the Haryana Government/ competent authority(ies), the same shall be paid by the Intending Applicant, along with the last installment due as per the payment plan. Such increase in EDC, IDC & IAC or imposition of any other levy in whatever form shall be borne and paid by the Intending Applicant in proportion to the approximate area of the said Plot to the approximate total area of the said Township as determined by the Company. The pro-rata demand made by the Company with regard to EDC, IDC & IAC shall be final and binding on the Intending Applicant. If for any reason interest is charged due to retrospective levies or due to delay in depositing, the same shall also become payable without any objection. EDC, IDC & IAC contribution is broadly calculated and minor variations in calculation of EDC, IDC & IAC might occur as per actual development completed and therefore shall not be claimed / counter claimed. If the EDC, IDC & IAC as decided is not paid, then the same shall be treated as non-payment of charges as per the Application Form/Agreement to Sell and the Company shall be entitled to withhold the delivery of possession to the Intending Applicant until the payment of above said EDC, IDC & IAC charges along with applicable interest etc. If the EDC, IDC & IAC is levied (including with retrospective effect) after the Conveyance deed has been executed then the same shall be treated as partly unpaid sale price of the said Plot and the Company shall have first charge and lien over the said Plot till such unpaid charges are paid by the Intending Applicant including interest if any and take all legal measures to recover such unpaid sale price. Final audit on the actual amount of EDC/IDC/IAC shall be done after obtaining completion certificate of the entire project and any additional recovery /refund will be settled only after completion of the said project.

Although EDC, IDC & IAC is being paid to HUDA / Government, but in case any charges are demanded or levied by HUDA / Government for activation of water or sewage connection whether bulk or individual, the same shall become payable individually on pro-rata basis to facilitate timely commissioning of services.

If despite having paid EDC/IDC/IAC to Government for making provision of External Development services viz a viz road

connectivity, water and sewerage connections, H.T. Lines, sub- station etc. the Government fails to provide basic infrastructure facilities on time and the Company decides to make extra investments to provide all such additional facilities for water sourcing, recycling and sewage disposal, Sewage Treatment Plant to make the Township functional, such extra investments shall be recoverable from Intending Applicant on pro-rata basis before handing over of possession.

9. The Intending Applicant specifically undertakes to strictly abide by all norms and conditions of the Zoning Plan, notifications, rules, by-laws, and/or any other approvals granted by the Competent Authority in respect of the plot/said Township as may be applicable from time to time while carrying out construction. The Intending Applicant agrees that he shall not divide / sub-divide the Plot and shall not violate any other norm as may be stipulated in the Zoning Plan such as no. of floors and area to be constructed on each Plot. The Intending Applicant further agrees not to amalgamate the adjoining Plots except with the prior approval of Competent Authorities. It is specifically made clear to the Intending Applicant that the approval of building plans, occupation etc. shall be at his sole cost and responsibilities and the Company shall take no responsibility for the same.
10. The Intending Applicant shall complete construction of the plot within a period of 5 (five) years from the date of offer of possession by the Company to the Intending Applicant, after getting the plan approved from the competent Authority. The Company may however at its sole discretion, at the written request of the Intending Applicant extend the construction period for another 12 months only upon the Intending Applicant paying late construction charges to the Company @Rs. 400 per sq. yard (Rs. 334.50 per sq. mtr.) per month of delay. The late construction charges shall be increased if the delay continues beyond the period of 12 months in case any further extensions are granted by the Company beyond 12 months. The Intending Applicant agrees and understands that the provision for imposition of late construction charges is necessary with a view to develop and habitate the said Township. The holding charges and the late construction charges are distinct and separate, to be payable by the Intending Applicant to the Company.
11. That the Intending Applicant agrees that out of the amount(s) paid by him towards the sale price, the Company shall treat 10% of the Sale Price as Earnest Money to ensure fulfilment by the Intending Applicant of the terms and conditions as contained herein. Timely payment is the essence of the terms and conditions, of this Application Form and the Intending Applicant is under obligation to pay the sale price as provided in the payment plan along with the other payments such as, applicable stamp duty, registration fee, maintenance security, PLC, EDC, IDC, IAC etc., 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 and observe all other obligations of the Intending Applicant under this Application Form.
12. If there is delay or default in making payment of the installments by the Intending Applicant, then the Intending Applicant shall pay to the Company interest which shall be charged @ 18% per annum from the due date of payment of installment on monthly compounded basis.

However, if the payment is not received within 90 days from the due date or in the event of non fulfilment/breach of any of the terms and conditions of this allotment, Agreement to sell or Conveyance Deed by the Intending Applicant including withdrawal of the application and/or also in the event of failure by the Intending Applicant to sign and return to the Company Agreement to sell on the mutually agreed format within thirty (30) days from the date of its dispatch by the Company, the booking will be cancelled at the discretion of the Company and earnest money paid to the Company by the Intending Applicant alongwith interest on delayed payments and brokerage paid, if any shall stand forfeited and the Intending Applicant shall be left with no right, title, interest, lien or claim of whatsoever nature on the said Plot. The balance amount after above deductions shall be refundable to the Intending Applicant without any interest, after the said Plot is allotted to some other Intending Applicant. 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 obligations on the part of the company or its employees and the Intending Applicant will not raise any objection or claim on the company after this. The Company may at its sole discretion condone the breach by the Intending Applicant and may revoke cancellation of the allotment provided the Plot has not been re-allotted to some other person and the Intending Applicant agrees to pay the upto-date interest and the unearned profits (difference between his 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. Further if any Intending Applicant at any stage wants to withdraw his application for booking for any reason whatsoever, it shall be deemed as cancellation by the Intending Applicant and in that eventuality company shall be entitled to forfeit earnest money paid by the Intending Applicant . The balance amount (after deducting the earnest money, outstanding

interest for delayed payments, brokerage/ commissions already paid etc. if any) shall be refundable to the Intending Applicant without any interest, after the said Plot is allotted to some other intending Applicant.

13. The Company attempts to give Plots to actual and bona-fide users only to discourage speculation and therefore doesn't permit multiple bookings by a person/ Company /Firm/Association of persons in any of its projects. It is made clear and understood by the Intending Applicant that he does not have any right to book/ apply for any new bookings in any property being developed by the Company or any of its associate/ subsidiary/ sister concern unless specifically permitted by the company and he or any of its associate/ subsidiary/ sister concern is making regular and up to date payment(s) in the booking(s) already held with the Company.
14. The Intending Applicant has examined and accepted the layout plans, dimensions and size of the Plots which are tentative and the Company may have to effect suitable and necessary alterations in the layout plans and/ or dimensions and size or change of location or number if required due to sanction / revision of layout plans including but not limited to technical reasons, site conditions, additional licensing, market acceptability, architectural, constraints fire, disaster management, statutory or environmental clearances or any other statutory requirements etc. project might require to be completely redesigned and modified/reworked in compliance of such requirements. However, the Intending Applicant will be duly intimated about the same.

In case there is any increase / decrease in the dimensions, size of the Plot, the revised price will be applicable at the original rate at which the Plot was booked by the Intending Applicant. However, in case of any major alteration(s)/ modification(s) resulting in more than +/- 10% change in the area of the Plot the Company shall intimate to the Intending Applicant in writing the changes thereof and the resultant changes, if any, in the price of the Plot to be paid by him and the Intending Applicant agrees to inform the Company in writing his consent or objections to the changes within thirty (30) days from the date of such notice, failing which the consent shall be deemed to have been obtained from Intending Applicant for all alterations/ modifications. If the Intending Applicant within thirty (30) days of intimation communicates his non-consent/ objections to such alterations/ modifications in writing and due to larger interest or constraints company cannot accept the same, then the allotment shall stand cancelled and the Company shall refund the entire money received from the Intending Applicant with interest @ 10% per annum or applicable fixed deposit rate of State Bank of India for the applicable period, whichever is higher. The Intending Applicant agrees that in case of any increase or decrease in the area of the Plot, additional amount payable or refundable (without any interest) shall be at the rate per sq. yd. as mentioned in Application Form. The Intending Applicant understands that the plot no., location, dimensions and size of the Plot are tentative and may be subject to change. In case of change of location of the Plot, the nearest available plot shall be offered by the Company, and to implement any or all of the above changes, supplementary agreement(s), if necessary, will be executed. Any changes/modifications/amendments as may be made by the Competent Authorities in the layout plan in future for the said Township shall supersede the present approved layout plan.

The Company has made clear to the Intending Applicant that the Township project will be executed in phases and it may be carrying out extensive developmental / construction activities, township extension for many years in future in the entire area falling outside the periphery of the Plot making use of roads, infrastructure and facilities for additional population and that the Intending Applicant understands and agrees that he shall not raise any objection or make any claim or default in making payments on account of inconvenience, if any, which may be suffered by him due to such developmental / construction, additional extension activities or incidental / related activities.

It is made clear by the Company and agreed by the Intending Applicant that all open land(s) / areas other than plots sold, belong and are possessed by the Company and all the rights including the ownership thereof of such areas/open land(s), buildings, facilities and amenities, other than those specifically earmarked for common use of the occupants/plot owners, shall vest solely with the Company and the Company may deal in any manner with such land(s), buildings, facilities and amenities by way of sale, transfer, lease, mortgage, collaboration, joint venture, operation and management or any other mode including transfer to government, semi government, any other authority, body, any person, association, institution, trust and / or any local body(ies) and at any terms / payment(s) which the Company may deem fit. It is specifically made clear to the Intending Applicant that the Company has not charged any price for the ownership of any amenities/facilities from the Intending Applicant which are specifically earmarked by the Company for the Company's ownership, neither the Company has made any commitment to the Intending Applicant to this effect. The Company may permit the occupants of the said Township to use such amenities and facilities upon payment of subscription charges, entrance fee, security deposit or one

time fee etc., as may be decided by the Company.

15. It is abundantly made clear to the Intending Applicant that in accordance with the layout plan of the Township the Company proposes to develop a Club/Community Centre and other recreational facilities for the occupants of the Township. The Intending Applicant agrees to pay one time club/Community building, membership registration charges for availing the membership of the Club/Community building and development expenses or any other charges as decided by the Company, for becoming member of such Club/Community building. The Intending Applicant undertakes to abide by the terms and conditions laid down by the management of the community building/club and shall be liable to pay the usage charges in accordance with the usages and services availed by the Intending Applicant as prescribed by the management/Company from time to time. The Company as the owner of such areas, facilities and amenities shall have the sole and absolute right and authority to deal in the manner, including but not limited to creation of rights in favour of any third party by way of sale, transfer, lease or any other mode which the company in its sole discretion may deem fit.
16. All the payments agreed to be made by the Intending Applicant in accordance with the payment plan shall be made by way of cheque / demand draft (except for EDC / IDC/IAC amount) are to be made in favour of "RAHEJA DEVELOPERS LIMITED", payable at Delhi / New Delhi. All Drafts / Cheques for EDC / IDC/IAC amount in favour of "RAHEJA DEVELOPERS LIMITED A/c EDC", payable at Delhi / New Delhi. In case the Intending Applicant makes the payment by an outstation cheque, then his / her payment would be deemed to have been received on the date on which the said cheque will get credited into the bank account after deduction of the outstation clearing charges. If any cheque submitted by the Intending Applicant gets dishonoured due to any reason whatsoever then the Allotment would be deemed cancelled and the Company will not be under any obligation to inform the Intending Applicant about the dishonour of the cheque or cancellation of the allotment. The Intending Applicant will not be entitled to tender a new cheque in place of dishonoured cheque.

The Intending Applicant 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 Applicant is adamant to make any cash payment, the payment will be received only on sole discretion of the company at Corporate Office of the Company presently situated at Saket, New Delhi subject to fulfilment 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 Corporate Office only and Company will not acknowledge any unauthorised receipts by associates, brokers or employees.

17. All costs, charges and expenses payable on or in respect of this Application Form/Agreement To Sell and on all other expenses incurred in execution of instruments and deeds in pursuance to the Agreement to Sell, including stamp duty and registration charges shall be borne by the Intending Applicant. However, it shall be the obligation and responsibility of the Company to execute and register a Conveyance Deed conveying the freehold title in favour of the Intending Applicant at the cost and expenses of the Intending Applicant, after payment of the entire Sale consideration and other agreed amounts.

Further, if there is any additional levy, which becomes due and payable after the date of the present Application form or charge of any kind attributable to the Said Land or Township, as a consequence of Government, Statutory or any other order of the Local Government, Authority, the same if applicable, shall also be paid by the Intending Applicant, on pro- rata basis. A copy of the said order shall be provided to the Intending Applicant at the time of raising of demand.

All statutory charges, Govt. rates, tax on land, municipal taxes, property taxes, VAT, Service tax, G.S.T (proposed to be levied), labour cess, Work Contract Tax (WCT) and other levies by whatever name called, demanded or imposed by the authorities on the said Plot / Township as the case may be shall be payable proportionately by the Intending Applicant from the date of booking as per demand raised by the Company. However, the Company shall be liable to refund the service tax/ any other tax already deposited with the government, if at any stage government revokes/ withdraws the tax after the same is actually received back in the account of the Company. If such charges are increased (including with retrospective effect) after execution of Conveyance Deed, then these charges shall be treated as partly unpaid sale consideration of the Plot and the Company shall have lien on the allotted Plot of the Intending Applicant for the recovery of such charges. The determination of the share and demand shall be final and binding on the Intending Applicant till the said Plot is assessed separately and he shall be bound to make such payment within 30(thirty) days of such intimation.

18. The timely payment of installments is the essence of this Application/Allotment. It shall be incumbent on the Intending Applicant to comply with the terms of payment and the other terms and conditions of sale. If there is any delay or default in making payment of the installments on time by the Intending Applicant, then the Intending Applicant shall pay the interest @ 18% per annum to the Company from the due date of payment of installment on monthly compounded basis. Since the

development is an ongoing process & cannot be stalled due to non payment by the few defaulting Intending Applicant/purchaser as the Company shall be forced to bear interest on the borrowings from outside agencies in order to ensure timely completion of the Township project and handing over of possession to the Intending Applicants as per schedule. For all the payments made by the Intending Applicant, the Company shall first adjust the amount towards the interest due and then towards the sale consideration.

19. The Intending Applicant shall before taking possession of the Plot in any manner must clear all the dues towards the allotted Plot and have the Conveyance Deed for the said Plot executed in his favour after paying Registration fee / charges, stamp duty and other charges / expenses. The Intending Applicant 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 Plot in favour of the Intending Applicant which shall be executed and got registered after receipt of the total Sale Consideration, PLC and all other dues, viz all the statutory charges, taxes including service tax etc. In case the Intending Applicant fails to deposit the Stamp duty, Registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Company shall be free to appropriate the part of sale price paid by the Intending Applicant towards the said charges and expenses and the Intending Applicant shall forthwith deposit the shortfall in the Sale Consideration so caused together with interest @ 18% per annum for period of delay in depositing the Sale Consideration and all the charges so appropriated according to payment plan. The Intending Applicant undertakes to execute the Conveyance Deed within a period of sixty (60) days from the date of Company calling upon in writing, failing which the Intending Applicant authorizes the Company to cancel the allotment and forfeit the earnest money and recover, brokerage/commission paid, interest on delayed payment etc. and refund the remaining amount without any interest within 30 days thereafter.
20. That the Company shall sincerely endeavour to give possession of the Plot to the Intending Applicant within thirty-six (36) months from the date of the execution of the Agreement to sell and after providing of necessary infrastructure specially road, sewer & water in the sector by the Government, but subject to force majeure conditions or any Government/Regulatory authority's action, inaction or omission and reasons beyond the control of the Company. However the company shall be entitled for compensation free grace period of six (6) months in case the development is not completed within the time period mentioned above. In the event of Intending Applicant failure to take over possession of the Plot, 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 Intending Applicant shall be liable to pay @ Rs. 50/- per sq. yard of the plot area per month as holding charges for the entire period of such delay. It is made clear to the Intending Applicant that the holding charges and the late construction charges are distinct and separate to be payable by the Intending Applicant to the Company. Further if the Company fails to give possession of the said Plot within Thirty Six (36) months plus aforesaid grace period of six (6) months from the date of execution of the Agreement To Sell and after providing of necessary infrastructure in the sector by the Government or for any reason other than the reasons stated above, then the Company shall be liable to pay to the Intending Applicant compensation @ Rs. 50/- per sq. yard of the plot area per month for the entire period of such delay. The adjustment of compensation shall be done at the time of conveying of the Plot. The Intending Applicant understands that the compensation of Rs. 50/- per sq. yard is though less than the interest payable by the Intending Applicant in case of delay or default or payment (s) but at the same time he has understood that since he is the sole recipient of the entire benefit of price appreciation of his Plot, whereas the Company has invested monies received from the Intending Applicant largely in the development of the Township, yielding no additional benefit, interest or appreciation to the Company.
21. Company shall endeavour to provide infrastructure inside the periphery of Township such as laying of internal roads, water lines, sewer lines and electrical lines, however, the external facilities outside the Township such as main sewer line, water line, electricity line, storm water drains, roads, are to be provided/developed by the Government/nominated agency and if they are not in place even at the time of handing over of possession then the Intending Applicant shall not claim any compensation for delay due to non-provision of infrastructure facilities and/ or consequent delay in handing over the possession of the Plot(s) in the Township as this is understood to be beyond the scope and control of Company.
22. The Intending Applicant agrees and accepts that development of the said Township is subject to Force Majeure Conditions which inter-alia include strike, lock out, civil commotion or by reason of war, enemy or terrorist action, earthquake, any act of God or is delayed due to non-availability of necessary infrastructure facilities viz. roads, water, power, sewer lines, to be provided by the government for carrying out development activities, environment and pollution clearances, delays or denial of necessary approvals for the Plot/said Township or any matters, issues relating to such approvals, permissions by the Competent Authorities, court injunction etc. or if non delivery of timely possession is beyond the control of the Company then in any of the aforesaid events, the Company shall be entitled to a reasonable extension of time for delivery of possession of

the said Plot, depending upon the contingency /circumstances prevailing at that time. The Company as a result of such a contingency arising thereto may have to alter or vary total layout, design or the terms and conditions of allotment.

The Company shall not be responsible or liable for not performing any of its obligations or undertakings provided for in this Application Form if such performance is prevented due to force majeure conditions.

In case the Company is forced to abandon the said Township Project for any reason other than those stated above, the Company shall be liable to refund the amount paid by the Intending Applicant with interest @10% per annum within six months from the happening of such eventuality. In such a case the Company's liability shall be limited to refund of the amount paid by the Applicant with interest @ of 10% p.a only.

23. The Intending Applicant hereby agrees and undertakes that he shall comply with all the applicable laws, rules, regulations, notifications for occupation and use of the said Plot. All the requirements, requisitions and demands of any Development Authority/Municipal Authority/ Government or any other Competent Authority in respect of the said Plot/said Township shall be complied with at his own cost and keep the Company indemnified, secured and harmless against all costs, consequence and damages, arising on account of such non-compliance and shall ensure compliance of directions of such statutory bodies.
24. The Intending Applicant of the Plot shall enter into Maintenance Agreement with the Company or its nominee or any other agency (hereinafter referred to as "Maintenance Agency") as may be appointed by the Company from time to time for the maintenance and upkeep of the said Township including maintenance of civic amenities such as public roads, landscaping, water, sewerage, drainage, garbage clearance, horticulture, street lights, pavements etc. and maintenance of common areas falling within the said Township but outside the Plot, until these are handed over to a local body or any Govt. agency. It has been made specifically clear to the Intending Applicant that he/they shall be liable to pay the maintenance bills as raised by the maintenance agency for maintaining the above-said services/facilities including water charges on a pro-rata basis from the date of the offer of possession by the Company irrespective of whether the Intending Applicant has/have taken possession or is in occupation of the Plot or not, until these are handed over to a local body or any Govt. agency. It is specifically agreed by the Intending Applicant that the Intending Applicant shall be entitled to use the Maintenance services subject to the timely payment of total Maintenance Charges.

The total Maintenance Charges will be fixed by the Company/ Maintenance Agency on the basis of the Maintenance costs. The decision of the Company or Operation/Maintenance Agency in respect of the cost of Maintenance will be final and binding on the Intending Applicant. These charges will be paid at monthly/quarterly/half yearly intervals as decided by the Company or Maintenance Agency as and when the Operation/Maintenance services are transferred to the said Maintenance Agency.

25. The cost of the Plot does not include the power backup facility charges in any manner. However, if at the sole discretion of the Company power backup facility is created it will be availed by the Intending Applicant on payment of establishment charges levied and the Intending Applicant shall be charged on monthly basis for the power backup which may be provided by the Company through DG Sets of suitable capacity installed within the said Township or anywhere else. The ownership of the same shall vest with the Company, its nominee or the maintenance agency. The power backup would be charged in proportion to the size of the Plot. It is made clear to the Intending Applicant that the charges for all the costs relating to power consumed by him as indicated in the meter which may be installed by the Company, its nominee, maintenance agency at the cost of Intending Applicant shall be billed as part of the maintenance bill which shall be towards the power consumed and expenditure incurred for consumables like diesel, spare parts, depreciation and other wear and tear etc. apart from other charges for maintenance/upkeep of the said Township as described above. If the maintenance charges are not paid by the Intending Applicant regularly on or before its due date then the Company/its nominee/maintenance agency shall be entitled to withhold the provision of electricity supply as well as other services.

If the Company, its nominee or Maintenance agency decides to apply for and thereafter receives permission from Dakshin Haryana Bijli Vitran Nigam Ltd. (DHBVN) or from any other Body/Commission/Regulatory/Licensing Authority constituted by the Government of Haryana for such purpose to receive and distribute bulk supply of electrical energy in the said Township, then the Intending Applicant undertakes to pay on demand to the Company/Maintenance Agency all deposits and charges like fixed connection charges, Advance Consumption deposit, expenditure on independent feeder, share cost of appropriate capacity sub-station etc. Paid/payable by the Company/Maintenance Agency to Dakshin Haryana Bijli Vitran Nigam(DHBVN)/any other Body/Commission/Regulatory/ Licensing Authority constituted by the Government of Haryana.

Further the Intending Applicant agrees that the Company shall be entitled in terms of the Operation/ Maintenance Agreement to withhold electricity supply to the said township till full payment of such deposits and charges are received by the Company or the Maintenance agency. The Intending Applicant agrees to abide by all the conditions of sanction of bulk supply and to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Company from time to time. If at any subsequent stage, the electricity or generator supply load needs to be increased/upgraded, the Intending Applicant shall contribute on pro-rata basis towards security deposit /other expenses.

26. The Intending Applicant agrees to deposit and to always keep deposited with the Company/Maintenance Agency an interest free maintenance security(IFMS) at the rate of Rs. 500/- per sq. yard, as prescribed by the Company/Maintenance Agency payable at the time of offer of possession by the Company. In case of failure of the Intending Applicant to pay the maintenance bills, other charges on or before the due date, the Intending Applicant in addition to permitting the Company/Maintenance Agency to deny him the right to avail the maintenance services also authorises the Company/Maintenance Agency to adjust in the first instance, the interest free maintenance security against such defaults in the payment of maintenance bills. The resultant shortfall in the interest free maintenance security shall be made good by the Intending Applicant within 15 days of demand by the Company/Maintenance Agency. The Company/Maintenance Agency also reserves a right to increase the interest free maintenance security from time to time in keeping with the increase in the cost of maintenance services and the Intending Applicant agrees to pay such increases within 15 days of demand by the Company/Maintenance Agency. It is made specifically clear and it is so agreed by and between the parties hereto that the interest free maintenance security as stipulated in this clause shall survive the conveyance of title in favour of the Intending Applicant and the Company shall have first charge/lien on the said Plot in respect of any such non-payment of shortfall/increases as the case may be.

In case the Company hands over the maintenance of the said Township to the Maintenance Agency, the Company may at its discretion transfer the IFMS of the Intending Applicant to the Maintenance Agency after adjusting there from any outstanding maintenance bills, pro-rata maintenance collection deficits and/or other outgoings of the Intending Applicant at any time even after execution of the Conveyance Deed and there upon the Company shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the IFMS including but not limited to issues of repayment, refund and/or claims of any of the Intending Applicant on account of the same.

27. In addition to the total price, the Intending Applicant undertakes to pay directly or if paid by the Company then reimburse to the Company on demand, Government rates, property taxes, wealth tax, taxes of all and any kind by whatever name called, whether levied or leviable now or in future on the land and/or the said Plot, as the case may be, as assessable/applicable from the date of application of the Intending Applicant and the same shall be borne and paid by the Intending Applicant in proportion to the Area of the said Plot to the total area of the said Township as determined by the Company. Further the Intending Applicant shall be liable to pay from the date of his application house-tax/property-tax, or any other Fee or Cess as and when levied by a Local Body or Authority and so long as the said Plot of the Intending Applicant is not separately assessed to such Taxes, Fee or Cess the same shall be paid by the Intending Applicant in proportion to the area of the said Plot to the total area of the said Township as determined by the Company. . Non payment of these amounts shall have automatic charge on the said Plot and the Company shall have the right to recover the amount the way it deems fit and proper.
28. That the Intending Applicant shall comply with all the legal requirements as required for the purchase of immovable property, as and when applicable. The Intending Applicant has specifically agreed with the Company that the allotment of the Plot shall be subject to strict compliance of Code of Conduct that may be determined by the Company for occupation and use of the Plot and such other conditions as per the applicable laws.
29. The Intending Applicant may obtain finance from any financial institution/bank or any other source for purchase of the Plot. The Intending Applicant's obligation to purchase the Plot pursuant to Agreement to Sell shall not be contingent on the Intending Applicant's ability or competency to obtain such financing and the Intending Applicant will remain bound under the Agreement to Sell whether or not the Intending Applicant has been able to obtain financing for the purchase of the said Plot. Further, any refusal/delay by any bank/financial institution in granting financial assistance and /or disbursement of loan or any subsequent installment, on any ground whatsoever, shall not entitle the Intending Applicant to use it as an excuse for delaying or defaulting in making the payment of installment(s) which have fallen due and any such delay or default in making the payment of the installment(s), as per the payment plan, shall make the Intending Applicant liable to pay the stipulated interest as time is the essence of this Application and Agreement to Sell. Further, in case the Intending Applicant seeks cancellation of his allotment on the above mentioned ground, the Company reserves its right to forfeit the earnest money, deduct the interest on the delayed payments and brokerage/ commission paid, if any by the Company for such booking, as per rules and cancel the allotment.

30. The Intending Applicant undertakes and agrees not to use the Plot for any purpose other than residential or in a manner that may cause nuisance or annoyance to other Plot owners in the vicinity or for any commercial or illegal or immoral purpose.
31. Further, the Intending Applicant agrees that the Intending Applicant shall from time to time sign all applications, papers, documents, Maintenance Agreement and all other relevant papers as required to sign, in pursuance to the transactions and do all the acts, deeds and things as the Company may require including in particular, the requirement of the Income Tax Act 1961 as well as all other statutory compliances.
32. The Intending Applicant shall not assign, transfer, lease or part with possession of the Plot under sale, without taking 'No Dues Certificate' from the Company and/or the Maintenance Agency regarding the maintenance charges payable for the Services.
33. That the Intending Applicant has undertaken and doth hereby undertakes that the Intending Applicant shall be solely responsible and liable for violations if any, of the provisions of the law of the land and applicable rules, regulations and directions by the competent authorities and the Intending Applicant shall indemnify the Company for any liability and/or penalty in that behalf.
34. The Intending Applicant understands and acknowledges that apart from him there are other Intending Applicant who have invested their hard earned money in this Township project and any defamation of this Township project by web posting or creating Google groups/e-groups or approaching media etc. can undermine valuations or reputation of their investment in the project. Therefore, Intending Applicant agrees and accepts that he will not resort to any such actions and shall give chance to the Complaint and dispute resolution mechanism as defined in this application.
35. That the Intending Applicant may get the name of his/her nominee substituted in his/her place, with prior approval of the Company, in the manner as laid down in clause 8 (Declaration) of this Application form subject however to such charges/conditions/guidelines/executive instructions as may be applicable from time to time. The Intending Applicant shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment, deletion, and /or nomination.
36. The Intending Applicant agrees not to park their vehicle(s) on the pathway or open spaces of the Township or at any other place except his own plot. Such unauthorized parking is likely to be removed or fined at the discretion of the Company or its nominated maintenance agency. The Intending Applicant further undertakes to adhere to the speed limits prescribed by the Company / concerned authorities.
37. The Intending Applicant undertakes and agrees that the development and construction of the said Plot shall be carried out strictly in accordance with the Govt. approved zoning and further undertakes and agrees that the facade including the colour scheme elevation, themes, material finishes, boundary wall etc. of the building constructed by the Intending Applicant on the said Plot shall be in accordance with the guidelines if any, provided by the Company in this regard.
38. The Intending Applicant undertakes and agrees not to do any encroachment over the land between road, pavement and the said Plot, not to cause any littering, digging outside the said Plot or on the road, not to let water stagnate in or around the said Plot and to maintain the aesthetics of the Township project. The authorised personnel of maintenance agency will be permitted to check or inspect stagnant water within the said premises as pre-emptive precaution against mosquito and insect breeding.
39. The Company has made clear to the Intending Applicant that to maintain the safety and security of the Township and its occupants, it shall be mandatory for the Intending Applicant to duly intimate the Company about any further transfer of the Said Plot by way of sale, lease or otherwise and to register its servants, drivers, staff or regular visitors with the maintenance office without fail.
40. It is clearly understood and agreed by and between the parties that all the provisions contained herein and the obligations arising hereunder in respect of said Plot/ said portion of land shall equally be applicable and enforceable against any and all occupiers, tenants, licensees and/or subsequent Intending Applicant of the said Plot as the said obligations go along with the said Plot for all intents and purposes and the Intending Applicant assures the Company that the Intending Applicant shall take sufficient steps to ensure the performance in this regard.
41. That the Intending Applicant confirm that they have understood each and every clause/covenant of this Application Form and its/their legal implications thereon and have clearly understood his obligations and liabilities and the Company's obligations

and limitations as set forth in this Application. That the Intending Applicant shall keep the Company and their agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Company may suffer as a result of non-observance or non-performance of the covenants and conditions of this Application Form.

42. The company has made it specifically clear to the Intending Applicant that the company is free to raise finance /loan from any Financial Institution /Bank by way of mortgage /charge or any other mode or manner of a portion /entire project land for the purpose of construction /development of the said project. The company may at its sole option create third party rights in the project land by way of sale, transfer, lease, partnership, joint venture or any other arrangement as it may deem fit.
43. The stamp duty, registration fee/charges and other expenses to be incurred at the time of execution of the Conveyance Deed in pursuance to this Application Form and Agreement To Sell shall be borne by the Intending Applicant.
44. The Intending Applicant can sell, assign, transfer, lease or part with possession of the Plot but with prior intimation to the Company. In such an event, except in sale, it shall be the responsibility of the Intending Applicant to continue to pay the charges including maintenance etc. pertaining to the Plot payable under this Agreement to the Company. It is further agreed by the Intending Applicant shall be responsible and that he shall make sure that in the event the Premises is transferred / sold or the Intending Applicant gives temporary possession to any third party, such person shall from time to time, sign all applications, papers and documents and do all the acts, deeds, which the Company deems necessary for safeguarding the unit.
45. That the parties shall undertake to execute the Conveyance Deed within sixty (60) days from the date of Company calling upon the Intending Applicant to do so, subject to the payment by the Intending Applicant of the Sale consideration and all other dues in terms of the payment plan.

In case of the Intending Applicant who has opted for long term payment plan arrangement with any Financial Institutions / Banks, the conveyance of the Plot in favour of the Intending Applicant shall be executed only upon the Company receiving No Objection Certificate from such Financial Institutions / Banks and the Deed of Conveyance will be deposited with the financial institutions as per the terms and conditions as agreed between the parties.

46. It is agreed by and between the parties that Real Estate Regulation (Control) Bill is likely to be tabled in the Parliament of India /State Legislature Assemblies for passing of the same as an Act. If due to that Act or any other subsequent Act there is any change in the terms including but not restricted to amendment in the layout plans or any recommendations which need to be incorporated shall be so incorporated in the Agreement to Sell.
47. The terms and conditions of this Application Form and the Agreement to Sell shall not be changed or modified, except set forth in writing in a separate agreement duly signed by and between the parties. The terms and conditions and various provisions embodied in the Agreement shall be broadly incorporated in the Conveyance Deed or shall form part thereof. The Intending Applicant further agrees that the MOU (supplementary agreement), if any executed, between the Company and Intending Applicant, shall form the integral part of the Agreement to Sell till the time Conveyance Deed is executed.
48. It is specifically made clear to the Intending Applicant that this Application Form is specific and confined to the said Plot within its boundaries in Raheja's Aranya City and all land(s) falling outside the periphery/boundary of the said Plot are clearly outside the scope of this Application and the Intending Applicant shall have no right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the plot, except for usage rights as specifically provided in this Application and as may be set out in the Agreement to Sell.
49. That for all intents and purposes and for the purpose of the terms and conditions set out in this Application form, singular includes plural and masculine includes the feminine gender.
50. The Intending Applicant agrees that all defaults, breaches and/or non compliance of any of the terms and condition of this Application Form and the Agreement To Sell shall be deemed to be events of defaults liable for consequences stipulated therein including termination/cancellation of allotment and forfeiture of earnest money as per terms and conditions of this Application.
51. The Company shall endeavour to address and resolve all or any enquiries /complaints/disputes arising out of or relating to or concerning or touching the request/concerns/deficiency of service on part of any Company employees/Application/ Agreement to Sell/Conveyance Deed including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties within reasonable time of raising of /enquiry/concerns/dispute to the Head, Customer Care

Department or its nominee. If the concerns are not properly addressed even with dispute resolution committee of the Company acting as Ombudsman, up to 90 days and all efforts failing, the same shall be referred to arbitration. The said time period is to be contingent on the Intending Applicant's co-operation with at least 3 (three) joint meetings wherein acceptance/non-acceptance of terms and submissions made therein, alongwith reasons of disagreement, shall be duly recorded and signed by both the parties.

52. All or any disputes arising out of touching upon or relating to the terms of this Application/ Agreement to Sell/ Conveyance Deed including the interpretation and validity of the terms hereof and the respective rights and obligations of the parties, which cannot be amicably settled, 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 mutual consent of the parties, If there is no consensus on appointment of the Arbitrator, the matter will be referred to the concerned court for the same. In case of any proceeding, reference etc. touching upon the arbitration subject including any award, the territorial jurisdiction of the courts shall be Gurgaon as well as of Punjab and Haryana High Court at Chandigarh.
53. That it is incumbent upon the Intending Applicant to remain aware and make payment of installments as per the Agreement and payment plan signed and accepted between the parties. The Progress and construction status may generally be uploaded on the website i.e. [www.rahejabuilders.com](http://www.rahejabuilders.com), Face book and You tube, company newsletter or sent by mail. Any additional demands, reminders, notices may normally be sent by emails on the email addresses furnished by the Intending Applicant in the Application Form/Agreement.
54. The Intending Applicant shall get registered his communication address and email address with the Company at the time of booking and it shall be the sole responsibility of the Intending Applicant to inform the Company about all subsequent changes, if any, in his e-mail address/ postal address, by e-mail/ registered letter and also obtain a formal specific receipt of the same, failing which all communications/letters posted at the first registered e-mail address/ postal address will be deemed to have been received by the Intending Applicant at the time, when those should ordinarily reach such address and he / she shall be responsible for any default in payment and other consequences that might occur there from. In all communications, the reference of the allotted Plot must be mentioned clearly.

That the Company will communicate with the Intending Applicant mainly through emails unless statutory requirement of postal letter(s)/ notice(s) is obligatory. All notices / letters to be served on the Intending Applicant communication address as mentioned in Application Form and it shall be deemed to have been duly served, if sent to the Sole Intending Applicant or to the first Applicant (in case of more than one applicant), at the email address given by the Intending Applicant. However, any change in the address of the Intending Applicant shall be communicated to the Company through e-mail/ registered post within 7 (Seven) working days of such change. It is clearly mentioned that in case there are joint Intending Applicant 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 to be duly served upon all the Intending Applicant and no separate communication shall be necessary to the other named Intending Applicant/Applicants.

#### Declaration

I/We have fully read and understood the above mentioned terms and conditions, payment plan, specifications and facilities and have carefully examined layout plan, respective rights and obligations of the Company with respect to the entire Township as licensed by DGTCP and am fully satisfied with the same and agree to abide by the same. The act of tendering this Application Form alongwith earnest money shall be deemed as my/our unconditional acceptance of the terms & conditions hereof, payment plan, respective rights & obligations attached with this Application Form. 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 will be comprehensively set out in the Agreement to sell, 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 Agreement to sell 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 Agreement to sell. 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 and relying on my/our own judgments and investigations with respect to competency, title, dimensions, size, location, price, infrastructure, government regulations, availability of finance and interest rates, market conditions, my/our ability to make timely payments etc. , I have now signed this Application Form and paid the monies thereof fully conscious of my liabilities,

financial capabilities, 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 Plot applied for and provisionally and/ or finally allotted to me/us in any manner whatsoever.

I have made myself fully aware that my defaults can lead to imposition of interest, penalties and even lead to forfeiture of earnest money as may be imposed upon me leading to cancellation of allotment.

I undertake to abide by all the terms and conditions and payment plan as set out in this Application Form in letter and spirit. I have paid the earnest money and signed on this Application Form after fully understanding the legal implications of the terms and conditions of this Application.

For Raheja Developers Limited

Authorized Signatory

Applicant(s)/intending Allottee(s)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

# UNDERTAKING

Dated \_\_\_\_\_

To

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

Subject: Provisional Allotment of Residential Plot in the township known as  
"RAHEJA'S ARANYA CITY", Sector-11 & 14, Sohna, Gurgaon, Haryana.

Dear Sir/Madam,

I/We thank you for receiving my application for provisionally registering my request for allotment of a Plot admeasuring \_\_\_\_\_ Sq. yd. (approx.) in "RAHEJA'S ARANYA CITY". 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 both the cheques and subject to the terms and conditions of the Application Form and clearance by the screening committee. In case any of the cheques 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 Plot to anybody without any further intimation or 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./time, failing which my application will automatically be deemed cancelled and the company will have the right to allot the Plot to anybody without any further intimation or claim or hindrance from my/our side.

Thanking You,

NAME:

(SIGNATURE)

ADDRESS:

## PAYMENT PLAN

Name of the 1st Applicant		(2 <sup>nd</sup> Applicant)	
Project Applied for		Plot Applied for:	
Basic Sale Price (BSP)		Rs.	
Preferential Location Charges (PLC)		Rs.	
Additional Green Charges (AGC)		Rs.	
External, Infrastructural Development and Infrastructure augmentation Charges (EDC, IDC & IAC)		Rs.	
Total Sale Consideration		Rs.	
Interest Free Maintenance Security (IFMS)		Rs.	
Recreational Facilities/ Club Membership Charges		Rs.	
Water and Electricity Connections and other charges		Rs.	

## INSTALLMENT PAYMENT PLAN

Months	Stage of Development	Installments to be Paid
On Application for Booking		10 % of BSP
Within 2 months of Booking		15% of BSP
On execution of agreement to sell & deemed allotment		10% of BSP + 50% of EDC , IDC & IAC + 50% of PLC
Within 3 months of deemed allotment		10% of BSP + 50% of EDC , IDC & IAC + 50% of PLC
Within 6 months of deemed allotment	On alignment of Roads at site	10% of BSP
Within 10 months of deemed allotment	On demarcation of Plots	10% of BSP
Within 14 months of deemed allotment	On installation of Sewerage and Water Pipes	10% of BSP
Within 18 months of deemed allotment	On installation of Electrical Poles	10% of BSP + 50% of Club Membership Charges
Within 22 months of deemed allotment	On Metalling of Roads	10% of BSP + 50% of Club Membership Charges
On Offer of possession		5% of BSP + IFMS + registration Charges & Stamp Duty+ other charges

\* Service tax extra is payable as per the prevailing rates.

Note:

1. 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 10% p.a. 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 Seller for more than one year.
2. Deemed date of allotment is date, which has been intimated by company to intending allottees after first launch of the project.
3. In case, any booking is received after launch of the project, the intending allottee shall pay installment due till date of booking within 30 days of booking.
4. If the development activity happens earlier than time indicated, the installment shall become due accordingly to stage of development enumerated above.

\*1.196 sq. yard = 1 sq. mtr

## PAYMENT PLAN

Name of the 1st Applicant		(2 <sup>nd</sup> Applicant)	
Project Applied for		Plot Applied for:	
Basic Sale Price (BSP)		Rs.	
Preferential Location Charges (PLC)		Rs.	
Additional Green Charges (AGC)		Rs.	
External, Infrastructural Development and Infrastructure augmentation Charges (EDC, IDC & IAC)		Rs.	
Total Sale Consideration		Rs.	
Interest Free Maintenance Security (IFMS)		Rs.	
Recreational Facilities/ Club Membership Charges		Rs.	
Water and Electricity Connections and other charges		Rs.	

## DOWN PAYMENT PLAN

Months	Stage of Development	Installments to be Paid
On application of Booking		10% of BSP
Within 2 month of Booking		85% of BSP+ EDC, IDC & IAC+ PLC+ AGC+ Club Membership charges less: Down payment discount, as applicable.
On Offer of possession		5% of BSP + IFMS + registration Charges & Stamp Duty+ other charges

\* Service tax extra is payable as per the prevailing rates.

\*1.196 sq. yard = 1 sq. mtr





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• No. & Date of License : 25 of 2012 dt 29.03.2012 • Type of colony & its areas : Residential Plotted & Group Housing Colony, 107.85 Acres • Name of the colonizer : M/s Raheja Developers Ltd. • All the approvals can be checked in the office of Raheja Developers Ltd.\*  
\*As on date