

APPLICATION FORM

Customer ID:

Date:.....

To

Anant Raj Limited
CP-01, Sec-8, IMT Manesar,
Gurugram, Haryana-122051

Photo of 1st applicant	Photo of 2nd applicant
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Dear Sir / Madam

I/ We make this application for the provisional allotment of a residential plot of size _____ square yards approximately (“**Plot**”) of the specifications mentioned by me/us in **Annexure-I** in your development “**Anant Raj Estate**” situated at Sector 63-A, Gurugram (hereinafter referred to as the “**Project**”), being developed by Anant Raj Limited having their registered office at CP-01, Sec-8, IMT Manesar, Gurugram, Haryana-122051 & corporate office at H-65, Connaught Circus, New Delhi - 110 001 and others (hereinafter collectively referred to as the “**Companies**”) as per the License No.211 of 2023 granted to them by the office of the Director General, Town & Country Planning, Haryana.

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

I/We _____ remit _____ herewith _____ a _____ sum _____ of Rs. _____ (Rupees _____ only) by way of Bank Draft / Cheque No. _____ dated _____ in favor of _____ drawn on _____, which may be treated as “**Application Money**” under the Payment Plan in Schedule-II. I/ We hereby confirm that the consideration amount upto 10% of the plot shall be treated as 'Earnest Money' by the Companies for the provisional allotment and the same may be forfeited by the Companies if I/ We fail to abide by any of the terms and conditions of this Application, Provisional Allotment Letter or the Agreement to sell / Plot buyer agreement to be executed with the Companies. Consideration amount payable is stipulated in **Schedule III** to this Application form.

The Promoter has registered the Project under the Provisions of Real Estate (Regulation and Development) Act, 2016 (Act) with the Real Estate Regulatory Authority at Gurugram, Haryana on _____ under the Registration number _____

First Applicant

Second Applicant

Third Applicant



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

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

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

I/We, hereby confirms that he/she is signing this Application with full knowledge of all the laws, rules, regulation, notification etc, applicable in the State of Haryana in relation to the Project no oral or written representation or statements shall be considered to be a part of this Application and that this Application is self-contained and complete in itself in all respects.

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

ANNEXURE - I
PLOT SPECIFICATIONS

(Tick whichever appropriate)

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

PROJECT NAME	ANANT RAJ ESTATE	
LOCATION	SECTOR – 63A, GURUGRAM	
TYPE OF PROJECT	RESIDENTIAL PLOTTED COLONY	
Size of Plot (approx.)	(sq yds)	(sq mtr)
<i>Location preferred by Applicant(s)</i>		

Booking Direct/ Broker :

Name of Broker :

Sign & Stamp of Broker :

Date:

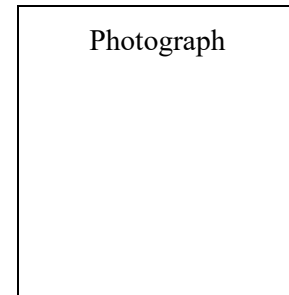
First Applicant **Second Applicant** **Third Applicant**

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

SCHEDULE –I
INFORMATION ABOUT THE APPLICATION

(In case applicant is an Individual)

Sole/ First Applicant : _____
Son/Wife/Daughter: _____



Present Mailing Address : _____

City : _____

State : _____

Pin Code No : _____

Permanent Address : _____

City : _____

State : _____

Pin Code No : _____

Tel / Fax : _____

E-Mail address : _____

Nationality : _____

Residential Status : _____

[Resident / Non-Resident / Foreign Company)

PAN : _____

Mailing Address : _____

Signature of First Applicant

Note:

First Applicant

Second Applicant

Third Applicant

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

SCHEDULE –I

INFORMATION ABOUT THE APPLICATION

(In case applicant is an Individual)

Second Applicant : _____
Son/Wife/Daughter: _____

Photograph

Present Mailing Address : _____

City : _____

State : _____

Pin Code No : _____

Permanent Address : _____

City : _____

State : _____

Pin Code No : _____

Tel / Fax : _____

E-Mail address : _____

Nationality : _____

Residential Status : _____

[Resident / Non-Resident / Foreign Company)

PAN : _____

Mailing Address : _____

Signature of Second Applicant

Note:

First Applicant

Second Applicant

Third Applicant

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

SCHEDULE –I

INFORMATION ABOUT THE APPLICATION

(In case applicant is a Partnership Firm)

Name of Firm	:	_____	Photograph
Authorized Partner :		_____	
Date of Formation:		_____	

Registered Office Address	:	_____	

City	:	_____	
State	:	_____	
Pin Code No	:	_____	
Correspondence Address	:	_____	

City	:	_____	
State	:	_____	
Pin Code No	:	_____	
Tel / Fax	:	_____	
E-Mail address	:	_____	
PAN	:	_____	

Signature of the Authorized Partner

First Applicant

Second Applicant

Third Applicant



(Seal of Partnership

Firm)

Note:

- . *Annex a certified copy of the Certificate of Incorporation, Board Resolution/ Power of Attorney along with Partnership Deed.*
- . *Annex valid proof of identity and address (Election Card / Driving License / Passport/ Aadhar)*

First Applicant

Second Applicant

Third Applicant



SCHEDULE –I

INFORMATION ABOUT THE APPLICATION

(In case applicant is a Company)

Name of Company	:	_____	<div style="border: 1px solid black; padding: 10px; text-align: center;">Photograph</div>
Authorized Rep. Name:		_____ _____	
Date of Incorporation:		_____	
Registered Office Address	:	_____ _____	
City	:	_____	
State	:	_____	
Pin Code No	:	_____	
Correspondence Address	:	_____ _____	
City	:	_____	
State	:	_____	
Pin Code No	:	_____	
Tel / Fax	:	_____	
E-Mail address	:	_____	
PAN	:	_____	

Signature of the Authorized Representative

(Seal of Company)

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

First Applicant

Second Applicant

Third Applicant

SCHEDULE-II

PAYMENT PLAN

S.No.	Installment	Percentage of total consideration
1.	On Booking	...%
2.	On Offer of Possession	...%
	Total Payable%

First Applicant

Second Applicant

Third Applicant

SCHEDULE II

PLOT AND BOOKING DETAILS	
Location	Anant Raj Estate Sec63A, Gurugram, Haryana
Pocket	
Plot no.	
Plot AreaSq yds
Sq mtr
Total Consideration Amount	
Rate of Booking Including EDC/ IDC (In Rs. Per Sq yds)	
Total Consideration (A)	
Other Charges to be paid on Intimation of possession (B)	
Maintenance Charges, Stamp duty, Registration charges Interest Free Maintenance Deposit	As applicable
Taxes/GST & Govt. Levies (if applicable) (C)	
Total Price (A+B+C)	

First Applicant

Second Applicant

Third Applicant

SCHEDULE –IV

TERMS & CONDITIONS

A. Definitions

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) “Government” means the Government of the State of Haryana;
- (c) “Rules” means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- (d) “Section” means a section of the Act.

Other Definitions:

“Allotment Letter” shall have the meaning assigned to it as defined under the Act

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

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

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

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

“Earnest Money” shall have the meaning as defined under the Act

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

“Force Majeure” shall mean and include any act of God, fire, flood, drought earthquake, cyclone, explosion, epidemics, declared Pandemic (Covid 19) NGT ban, Imposition of Lockdown –fully /partially, natural disasters, accidents, air crashes, war, riot, hostilities of war, civil commotion, terrorist acts, sabotage, inability to procure or general shortage/ non-availability of steel, cement, other building materials, water or supply of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions, court case, decree, stay, any notice, order, rule, notification of the Government and/or other public or Competent Authority, delay in obtaining any approvals from the Competent Authority or any other causes (whether similar or dissimilar to the foregoing) or any other event or reason and shall have the same meaning as ascribed to the term “*force majeure event*” under the Act which is beyond the control of or unforeseen by the Companies.

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

“Maintenance Agency” shall have the meaning assigned to it under paragraph C.21 herein.

First Applicant

Second Applicant

Third Applicant

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

“**PLC**” shall mean preferential location charges.

“ **RERA Registration** “ means the project duly granted registration under the provisions of the Act by the Haryana Real Estate Regulatory Authority, Gurugram vide registration No 142 of 2017 & 58 of 2021

B. Interpretation

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

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

C. The Applicant agree(s) that -

1. I/We the Applicant understand that the Promoter Company i.e. Anant Raj Ltd. (hereinafter referred to as (Promoter/Colonizer) along with its associate Companies and other landowners have been granted licence under Haryana Development and Regulation of Urban Area Act, 1975 by Director General, Town & Country Planning Haryana for development of Residential Plotted Colony known as ‘**Anant Raj Estate**’ (Hereinafter referred to as ‘**Colony/Project**’).
2. I/We, the Applicant am/are applying for allotment of a Residential Plot(Unit) which is part of development of the Colony (as defined in Schedule IV herein) under this Application form, after fully understanding the development scheme as envisaged by the Promoter and with full knowledge of all the laws/notifications and rules applicable to the Project and have satisfied ourselves about the rights/title/interest of Promoter in the Project, and have understood all limitations and obligations of the Promoter in respect thereof. I/we have clearly understood the terms of this Application Form and have unconditionally accepted and consented thereto.
3. I/we, agree to pay the Total Price of the Plot ("Total Price") details whereof are mentioned in Schedule III. I/we understand that the Total Price as mentioned in Schedule III includes the Goods and Services Tax (GST), The break up and description of the Total Price including the extent of Total Consideration as defined in Schedule III herein out of the Total Price is described in Schedule III herein.
4. The Total Price shall be payable by me/us directly to the Promoter as mentioned hereinafter, in the timeline agreed herein and without any delay or demur. The timely payment of the Total Price shall be of the essence.

First Applicant

Second Applicant

Third Applicant

5. I / we understand that the Total Price as mentioned above includes Total Consideration, applicable taxes (GST and Cess or any other taxes/fees/charges/levies etc. and other charges on offer of possession as applicable) which may be levied, in connection with the development/construction of the project, paid/payable by the Promoter up to the date of handing over the possession of the Residential Plot to the Applicant (s), after obtaining the necessary approvals from Competent Authority for the purposes of such possession. Provided that in case there is any change/ modification in the applicable taxes/ EDC/ IDC/ other charges/ fees/ levies, etc., whether prospectively or retrospectively, the subsequent amount payable by the Applicant to the Promoter shall be increased/ decreased based on such change/ modification. It is clarified that if any input credit becomes available in respect of said applicable taxes, then the Promoter shall solely be entitled to the same. However, the Total Price shall be exclusive of recovery or payments towards maintenance and operation of common areas and facilities (post offer of possession which are not mentioned specifically in Schedule IV), stamp duty, registration charges, any future increase thereof and all other costs, charges and expenses incidental thereto in connection with any of the documents to be executed for the sale of the Residential Plot, as per the provisions of the Applicable Laws. All costs, charges and expenses including but not limited to stamp duty, registration charges and/or incidental charges in connection with any of the documents to be executed for the sale of the Residential Plot including this Application Form and/or the Allotment Letter and/or the Agreement for Sale as per the provisions of Applicable Laws, shall be borne and paid by the Applicant(s) as and when demanded by the Promoter in addition to total price.
6. In addition to the Total Price agreed and without prejudice to the terms of these presents, I/We shall bear and pay immediately whenever called upon, the amount, deposits, charges and expense etc., as mentioned in Schedule IV as described hereinafter.
7. It is clarified that the Total Price shall be payable by me/us in the manner and into such bank account as may be specified from time to time.
8. The Applicant(s) is aware that as per the amended Income Tax Act, 1961, any payment for acquisition of any immovable property other than agricultural land is subject to Tax Deduction at Source ("TDS") at the rate of 1% where the aggregate consideration is equal to or more than INR 50,00,000/-. As may be applicable, the Applicant(s) has to deduct the 1% TDS on the Total Price (excluding GST) as would be informed by the Promoter at the time of actual payment or credit of such sum to the account of the Promoter, and within 30 days of such deduction, the Applicant(s) shall submit the original TDS certificate to the Promoter, which shall also be a condition precedent to the handover of possession and execution of the Conveyance Deed in favor of the Applicant(s). The Applicant(s) agrees and undertakes that if the Applicant(s) fails and / or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Applicant(s) alone shall be deemed to be an assessee in default in respect of such tax and the Promoter shall not be liable for any statutory obligations / liability or non-deposit of such TDS. In case the credit of TDS deducted by the Applicant(s) is not reflected in Form No. 26AS of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Applicant(s) to the Promoter then the amount of TDS shall be considered as receivable from the Applicant(s) and handover of the possession of the Unit/ Plot shall be subject to adjustment/recovery of such amount.
9. It is understood by the Applicant(s) that 10% of the Total price, shall be construed, considered and treated as "Earnest Money", to ensure the performance, compliance and fulfilment of his/her obligations under this Application/ Allotment Letter/ Agreement for Sale. The Earnest Money shall be payable by the Applicant(s) as per the Payment Plan and will include Application Money (subject to realization).
10. Timely payment of the Total Price in accordance with the Payment Plan as agreed by the Applicant shall be essence of the allotment and the Applicant hereby agrees and undertakes to pay

First Applicant

Second Applicant

Third Applicant

all the amounts due and payable to the Promoter in accordance with the Payment Plan opted by the Applicant(s) in Schedule II on or before the respective due dates. It is being clarified that the Promoter shall not be under any obligation to send reminders for making the payment as per Payment Plan and/or for the invoice raised by the Promoter. In the event of the Applicant committing default in the payment and / or in observing and performing any of the terms and conditions of provisional allotment or not wanting to go ahead with the transaction, the Promoter can give 30 [Thirty] days prior written notice to remediate such breach/default. In the event that applicant(s) fail to remediate such breach/default within [30] Thirty days thereof or if at any point, the applicant does not intend to proceed with the transaction to purchase of the Unit / Residential Plot, the Promoter shall be at the absolute liberty to cancel / terminate the provisional allotment. The Promoter will in 90 days of such cancellation/termination, refund the amounts out of the Total Consideration that have been paid by the Applicant after (i) forfeiting “Earnest Money” or any part thereof paid till such time to the Promoter and (ii) deducting any interest component and penalties / damages (received or due) on any delayed payment / non-payment by the Applicant(s) to the Promoter at the rate prescribed under the Act and Rules. It is clarified that the Promoter shall under no circumstance be liable to return / refund any portion of the Applicable Taxes or development charges / any pass through charges paid / incurred by the Applicant (s) to the Promoter or any government authority, except if any refund of GST is received by Promoter from any government authority on amounts that were paid by the Applicant(s) over and above the Earnest Money amount, the Promoter shall refund the same to the applicant(s) within 90 days of sale of such unit/ Residential Plot to new Buyer. For the purpose of this provision, it is clarified that this provisional allotment and the entitlements herein shall cease and becomes invalid after expiry of the specified 30’ [Thirty] days’ notice in case of any delay or failure on part of Applicant(s) to rectify the breach(s) as prescribed therein. Thereafter, claim of Applicant(s) shall be restricted to the balance amount (if any) to be refunded to Applicant(s) as aforementioned. The Promoter shall be at absolute liberty to sell / allot the said Unit/ Residential Plot to any other third person as the Promoter may deem fit and proper and Applicant(s) shall have no claim or objection whatsoever to the same.

11. Without prejudice to my/our rights under provisional allotment and/or law, I/we shall be liable to pay interest as may be prescribed under the Real Estate(Regulation and Development) Act, 2016 (“Act”) and rules (“Rules”) formed thereunder for the State of Haryana, and subsequent amendments to the said act and rules and the notifications / clarifications relating to the same issued by the relevant government authorities, on all the amounts which are due & payable by me/us under this Application Form, if any. The said interest is currently at State Bank of India’s Highest Marginal Cost of Lending Rate plus 2 % per annum or(ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act and Rules made there under (“Interest”).
12. I/we have confirmed that irrespective of any disputes which may arise between me/us and the Promoter, I/we shall punctually pay all instalments of the Total Price, amounts, contributions, deposits and shall not withhold any payment for any reason whatsoever.
13. I/we will be permitted to transfer/ assign the allotment of the Residential Plot/Unit and my/our rights and obligations under this allotment to any third party, subject to a prior approval / NOC from the Promoter. All such transfers / assignment shall be subject to the applicable laws and payment of the transfer / administrative charges along with applicable taxes by me/us to the Promoter and execution of requisite undertakings and indemnities by me /us and the transferee(s) as may be required by the Promoter. I / we shall be under an obligation to deposit with the Promoter all documents executed between me/us and the transferee. Stamp duty if applicable on such transfer shall be borne and paid by me/us and/or the Prospective Buyer/Transferee. It is also agreed that the Promoter may at its discretion may not permit transfer / assignment in the event of a material breach of the terms / conditions has been committed by me/us and / or the payment of dues by us is not paid up to date. However, no Transfer charges are payable for any transfer/

name addition/ name deletion/ substitution to be made in the name of blood relatives of Applicant(s) including spouse, provided the Applicant(s) submits documentary proof as may be required by Promoter. The Applicant(s) shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/assignment.

14. I/we am/are aware that the Promoter has procured / may procure loans secured / to be secured against mortgage on Project Lands and construction thereon subject to the terms and conditions mentioned therein. I/we agree and confirm that the Promoter shall have the right to raise further finance / loan from any financial institution / bank by way of mortgage / charge / securitization of receivables of the said Unit / Residential Plot against security of the said facility (subject to my/our rights to the said Unit/ Residential Plot). However, after the Promoter accepts & executes this Application Form, the Promoter shall ensure that if such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Applicant (s) who has taken or agreed to take such Unit under this Application Form.
15. I/we have, prior to the date hereof, examined a copy of the RERA Registration Certificate and have caused the RERA Registration Certificate to be examined in detail by my/our Advocates and Planning and Architectural consultants. I/we have agreed and consented to the development of the said development, in the manner mentioned in the RERA Registration Certificate. I/we have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and have understood the documents and information in all respects.
16. The Promoter shall offer possession of the Residential Plot on or before _____ (“Completion Time Period”) as per agreed terms and conditions unless there is delay due to **“Force Majeure Event”**, Court orders, Government policy/guidelines, decisions affecting the regular development of the real estate project or due to any event or reason, which is recognized as a ground for extension by the Authority. If, the completion of the Project is delayed due to the above conditions, then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Residential Plot. The Completion Time Period shall stand reasonably extended on account of non-compliance on the part of the Applicant(s) including on account of any default on the part of the Applicant(s) and/or delay in grant of Completion Certificate. In case the Promoter is unable to offer possession on or after the Completion Time Period for any reasons other than those set out in the foregoing, then on demand in writing by the Applicant(s) ,the Promoter shall refund the amounts received from the Applicant(s) along with prescribed Interest in accordance to the Applicable Laws.
17. It is hereby understood and agreed that upon signing of this Application Form, the applicant(s) is/are deemed to have completed all due diligence as to the right, title and interest of the Promoter to develop and market the Unit / Residential Plot and the applicant confirms that it has sufficiently investigated and gone through ownership record(s), approvals, documentation, inspection of site and other related matters to its entire satisfaction, so as to confirm the competence of the Promoter to convey the Unit/ Residential Plot.
18. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, specifications and amenities in respect of the Unit/ Residential Plot and /or in the Project, as the case may be, without the previous written consent of the applicant as per the provisions of the Act and Rules made thereunder or as per approvals /instructions / guidelines of the competent authorities. Provided that, the Promoter may make such minor changes or alterations as may be required by the applicant(s), or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals / instructions / guidelines of the competent authorities.

19. The Promoter may raise appropriate demand notices for the payment of the Total Price and such other amounts required for the purpose of formation of the Association of Allottees upon me/us.
20. The Applicant(s) is not vested with any right, interest or entitlement in or over the Unit/ Residential Plot , until a formal agreement for sale (“Agreement for Sale”) is executed and registered between the Promoter and the Applicant(s) under the Applicable Laws within the timelines stipulated by the Promoter. The term “allot” or “allotment” or “Allotment Letter” wherever included in the Application Form shall always mean “provisional allotment” until the Agreement for Sale is executed and registered between the Promoter and the Applicant(s). Further, the Applicant(s), as and when called upon by the Promoter, undertakes to come & present for registration of the Agreement for Sale, as may be required under the Applicable Laws, at the office of the concerned sub-registrar of assurances. The Applicant(s) hereby agrees, confirms and undertakes to come forward and register the Agreement for Sale of the Unit/ Residential Plot on the payment of the Earnest Money failing which the Promoter shall without prejudice to any other rights be entitled at its sole discretion to (i) charge Interest to the Applicant(s) and/or (ii) cancel this Application Form / Allotment Letter and forfeit various amounts paid/due from the Applicant(s) subject to the provisions/limits as prescribed in the Applicable Laws and in this Application form.
21. It is stated that all common areas within the integrated Residential Plotted Colony/Project, shall at all times be maintained by Promoter. It is made clear to the Applicant that the Maintenance Agency shall render maintenance services only with respect to the common areas falling within the gated complex/ colony, i.e. outside the Residential Plot boundary and these shall mainly relate to services in respect to the public roads, security, landscaping, sewerage, drainage, rain water harvesting, garbage clearance, water, street lights, pavements, horticulture, etc. and provision of 24 hour power back up to the Residential Plot. The Applicant undertakes to pay the maintenance bills of the maintenance agency for maintaining various services/ facilities from the date of offer of possession by the Companies irrespective whether the Applicant has taken possession or not, until the maintenance services are handed over to the government or any local body for maintenance. The Applicant hereby accepts that provision of such maintenance services shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc (“Maintenance Charges”) to the Maintenance Agency and performance of all conditions, covenants, obligations and responsibilities of the Applicant under the maintenance agreement. The Applicant shall have to enter into a separate maintenance/ amenities agreement with the Maintenance Agency in the format provided by the Companies.
22. It is stated that I/we shall grant all the required assistance to the Promoter including signing of the agreements, deeds, declarations, consent(s) and other writings as and when demanded by the Promoter for lawful transfer of the said Unit/ Plot
23. I/We shall not be entitled to the Sale/Transfer of the Unit/ Residential Plot to any Third Party without the Promoter’s prior written consent. I/we have also agreed to bear and pay the Stamp Duty (if applicable) and Registration charges payable on the Agreement for Sale to be executed in pursuance hereof, all documents to be executed in pursuance to this including Deed of Conveyance and/or other vesting document of the Unit/ Residential Plot in favor of the applicant(s).
24. I/we hereby undertake to indemnify and keep Promoter indemnified and its director / partners / office bearers for any losses, damages, charges and expenses suffered by him/them on account of breach of any of the terms and conditions herein by us.
25. All the notices / communication to be served upon me/us as contemplated under these presents shall be deemed to have been duly served, if the same is sent by Email /Courier / Registered A.D. / Speed Post / hand delivery to me/us at my/our address contained in these presents. In case of any changes in my/our address, the same shall be communicated to the Promoter at least 15days in

advance. Any delay or default in this behalf at my/our end will not concede any extension of time or excuse for my/our non-payments or non-receipt of any letters/correspondences addressed to me/us.

26. The Applicant(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999, Reserve bank of India Act, 1934 and the Rules & Regulation made thereunder, or any other statutory amendment(s) modification(s) made thereof and all other applicable laws in India and shall keep the Promoter indemnified in this regard. The Applicant(s) acknowledge that the Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Applicant(s) and such third party shall not have any right in the application/allotment of the Plot and the Promoter shall issue the payment receipts in favour of the Applicant(s) only
27. If there is more than one applicant named in this Application Form, all obligations hereunder of such applicants shall be joint and several. All communications shall be sent by the Promoter to the first applicant whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the applicants.
28. I/we have clearly understood the terms and conditions contained herein and unconditionally agree to abide by the same.
29. The signatory is accepting the terms and conditions of these presents for himself / herself/ themselves / draws complete authority to sign / accept the contents of these presents on behalf of the applicants. The Promoter shall be no way responsible in case the authority of the said signatory/ies is not valid.
30. I/we am/are aware that the contents of these presents shall supersede all other writings, brochures, leaflets and other sales materials and / or any other documents and shall be deemed as final and binding on parties hereto.
31. I/we am/are aware that all the aforesaid terms and conditions are applicable and binding upon our respective nominees/legal heirs, executors, successors and assigns.
32. Due to change/ amendment in the existing Laws, Acts, Rules or due to implementation/ enactment of any new laws/ rules by the local bodies, State Government, Central Government or by any competent authorities any term(s) and condition(s) contained in this Application Form becomes inoperative and/or illegal and void, then it is agreed and confirmed that, save and except the said term(s) and condition(s), the rest of the terms and conditions shall remain operative, legal, effective and binding on the parties hereto.
33. I/we am/are aware that the rights and obligations of the parties under or arising out of these presents shall be construed and enforced in accordance with the laws of India for time being in force. Courts situated in Gurugram, Haryana shall have the jurisdiction for all matters arising out of this Application Form.
34. I/we hereby agree that if any dispute arising out of these presents is not resolved through such mutual discussions within 30 Thirty days after any Party has served a written notice on the other Party requesting the commencement of discussions, any Party shall refer such Dispute to the Haryana Real Estate Regulatory Authority. However, notwithstanding the aforesaid, in the event that we choose to refer such Dispute to the Conciliation Forum formed by the Haryana Real Estate Regulatory Authority, I/we hereby grant the Promoter my/us irrevocable consent for such dispute to be referred to the aforesaid Conciliation Forum and the decision of the Conciliation Forum shall be binding upon me/us.

First Applicant

Second Applicant

Third Applicant