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Anant Raj Industries Limited
H-65, Connaught Circus, New Delhi- 110 001
+91 9560098350/51/52/53/54
www.anantraj.com
email ID: residential@anantraj.com



Anant Raj Industries Limited
+91 9560098350/51/52/53/54
www.anantraj.com
email ID: residential@anantraj.com

- ▶ Overlooking the Aravali Hills
- ▶ Part of existing Industrial Model Township (IMT) Manesar, Gurgaon
- ▶ Upcoming IT Hub of the NCR
- ▶ Adjacent to the KMP (Kundi-Manesar-Palwal Western Expressway)
- ▶ Excellent infrastructure and connectivity to the project
- ▶ Project designed by internationally acclaimed architect "HKR" based in UK
- ▶ 3 tier security system with access cards for vehicles & personnel
- ▶ State of the art Gymnasium, Club House, Swimming Pool with Steam and Sauna and Outdoor Sports facilities
- ▶ 70% green area with water bodies



Application for Provisional Allotment of Apartment(s) in Madelia situated at Sector M-1A Manesar Gurgaon, Haryana.

Serial No:

TO,
ANANT RAJ INDUSTRIES LIMITED
H-65, CONNAUGHT CIRCUS
NEW DELHI – 110001.

Dear Sir,

I/We submit this Application for Provisional allotment of Apartments(s) (as per details given below) in your proposed Project namely "Madelia" (hereinafter referred to as the "Said Project") comprising of Plot of land admeasuring approx. 12.45 acres located at residential Sector M-1A, in the revenue estate of village Manesar, Dist. Gurgaon, Haryana having examined the documents pertaining to the ownership, use, rules and regulations applicable, sanctions required and tentative Sales Plan of the said Project, under the Down payment/Installment Payment Plan and Construction Linked Plan.

I/We remit herewith a sum of Rs. _____ / (Rupees _____) by Bank/ Draft/ Cheque No. _____ dated _____ drawn on _____ and undertakes to remit a further sum of Rs. _____ within 30 (Thirty) days of aforesaid payment i.e. 10% of the sale price (Earnest Money) as Application amount in respect of Provisional Allotment, if made, of the Apartment(s).

In the event of the Company agreeing to provisionally allot a Apartment(s), I/We agree to pay further installments of sale price and all other dues as stipulated in the Agreement and the Payment Plan as explained to me/us by the Company and understood by me/us or such other expenses as may be intimated / demanded by the Company, failing which, my/our booking of the Apartment (s) will be treated as cancelled and the said booking amount (earnest money) paid by me/us shall stand forfeited by the Company.

I/We have clearly understood that this Application does not constitute a Apartment Buyer's Agreement and I/We do not become entitled to the allotment and /or possession of Apartment(s) notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered by me/us.

My/Our particulars are given below for your reference and record:

SOLE/FIRST APPLICANT

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

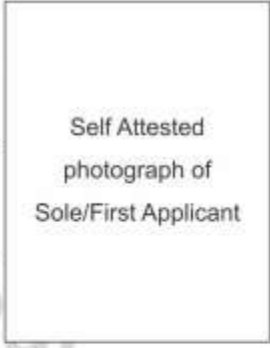
M/s/Mr./Ms. _____
S/W/D of _____
Guardian's Name (if minor) _____
Date of Birth _____
Nationality _____
PAN _____
Ward/Circle/Range (where assessed) _____
Occupation: () Service () Profession ()
 () Business () Student ()
 () Housewife () Any Other _____ (Please specify)
Residential Status: Resident Non-Resident Indian Foreign National of Indian Origin
Others (Please Specify) _____
Correspondence Address: _____ Pin _____
Permanent Address: _____ Pin _____
Phone No. _____ STD/ISD Code _____
Office Address: _____ Pin _____
Contact No.: Office _____ Residence _____ Mobile _____
Fax _____ Email _____



SECOND APPLICANT

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

M/s/Mr./Ms. _____
S/W/D of _____
Guardian's Name (if minor) _____
Date of Birth _____
Nationality _____
PAN _____
Ward/Circle/Range (where assessed) _____
Occupation: () Service () Profession ()
 () Business () Student ()
 () Housewife () Any Other _____ (Please specify)
Residential Status: Resident Non-Resident Indian Foreign National of Indian Origin
Others (Please Specify) _____
Correspondence Address: _____ Pin _____
Permanent Address: _____ Pin _____
Phone No. _____ STD/ISD Code _____
Office Address: _____ Pin _____
Contact No.: Office _____ Residence _____ Mobile _____
Fax _____ Email _____



OR



*M/s. _____ a partnership firm duly registered under the Indian Partnership Act 1932, through its partner authorized by resolution dated _____ Shri/Smt. _____ (copy of the resolution signed by all Partners required). PAN/ TIN: _____ Registration no. _____

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

APARTMENT DETAILS:

Name and Location of Project: _____
Size of Apartment: _____ Sq. mtrs./Square Feet in Super Area.

DETAILS OF PRICING:

Basic Price: Rs. _____ (Rupees _____ only) per Square Feet of Super Area
Mode of Booking: Direct () _____ Broker () _____
Company Executive: _____

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

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

I/We, the above Applicant(s), declare that the particulars given herein above are true and correct to my/our knowledge and nothing material has been concealed therefrom.

Date: _____

[Signature of First/Sole Applicant]

[Signature of the Second Applicant, if any]



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

- i. Name: _____
- ii. Address: _____
- iii. Phone No _____

Signature with rubber seal
Name of Signatory _____
Designation _____

PAYMENT DETAILS:

ONE TIME PAYMENT PLAN CONSTRUCTION LINKED PAYMENT PLAN

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

FOR OFFICE USE ONLY

A) Application accepted for _____ "Apartment" in Tower No. _____ Apartment _____ having Super Area of _____ (Sq. Ft.).

B) i) Basic Sale Price of Apartment @ Rs. _____ Per sq. ft. (Rs. _____)

ii) Additional Charges for Apartment
Preferential Location Charge; Rs. _____

*First Floor Apartment @ Rs. _____ per sq. Mtr (Rs. _____ per sq. ft.)

*Second Floor Apartment @ Rs. _____ per sq. Mtr (Rs. _____ per sq. ft.)

*Third Floor Apartment @ Rs. _____ per sq. Mtr (Rs. _____ per sq. ft.)

*Fourth Floor Apartment @ Rs. _____ per sq. Mtr (Rs. _____ per sq. ft.)

Top Floor Apartment @ Rs. _____ per sq. Mtr (Rs. _____ per sq. ft.)

Park Facing @ Rs. _____ per sq. Mtr (Rs. _____ per sq. ft.)

Private lawn @ Rs. _____ per sq. Mtr (Rs. _____ per sq. ft.)

{*Strike out which ever is not applicable}

Car Parking Space (Stilted) Rs. _____

Open Car Parking Space Rs. _____

Club Membership Registration Charges Rs. _____



- C) External Development Charges (EDC) @ Rs. _____ per sq. Mtr (Rs _____ per sq. ft.)
- D) Infrastructure Development Charges (IDC) @ Rs. _____ per sq. Mtr (Rs _____ per sq. ft.)
- E) Other Charges
Interest Free Maintenance Charges @ Rs. _____ per sq. Mtr (Rs _____ per sq. ft.)
- Security Deposit Rs. _____
- TOTAL Rs. _____

In words

(Rupees. _____)

DECLARATION:

I/We the Applicant(s)/Intending Allottee(s) do hereby declare that the above particulars/information given by me/us are true and correct and nothing has been concealed therefrom. I/We have read, understood agreed to and signed the enclosed terms and conditions herein and undertake to abide by the terms and conditions of Allotment Letter/Apartment Buyer's Agreement to be executed.

Yours faithfully,

Signature of Sole/First Applicant

Signature of Second Applicant

Name:

Name:

Indicative Terms and Conditions Forming a Part of this Application for Provisional Allotment of Apartment(s) in Madelia situated in Sector M-1A, Manesar, Gurgaon, Haryana

The terms and conditions given below are of indicative nature with a view to acquaint the Applicant(s)/Intending Allottee(s) with the terms and conditions as comprehensively set out in the standard Apartment Buyer's Agreement which would be executed between the Applicant(s)/Intending Allottee(s) and the Company.

1. The Directorate of Town & Country Planning, Haryana, Chandigarh has granted a license to develop a Group Housing Colony on the land measuring 12.45 acres falling in revenue estate of village Manesar Dist. Gurgaon, Haryana.
2. The Company is developing the group housing colony over the said land measuring 12.45 Acres namely "MADELIA".
3. The Applicant(s)/Intending Allottee(s) has applied for Apartment(s) with full knowledge of all the laws/notifications and rules applicable to the group housing Project in particular and has further satisfied himself/herself about the rights, interest and title of the Company in the land on which the Apartment(s) are being constructed to construct/sell and market the said Apartment(s) and has understood all limitations and obligations in respect thereof. The Applicant(s)/Intending Allottee(s) agree(s) that there will not be any further investigations or objections by him/her/it in this respect.



4. The Applicant(s)/Intending Allottee(s) is aware that the building plans for the said Project in which the said Apartment(s) is located are awaiting sanctions by concerned authority (ies) and since the concerned authority has yet to communicate its approval, the work will commence only after all the requisite permissions and sanctions are granted. The Applicant(s)/Intending Allottee(s) agrees and understand that if for any reasons, including non-sanction of the building plans, the Company is not in a position to finally allot the Apartment(s) within a period of one (1) year from the date of this Application, the Company shall refund the amounts deposited by the Applicant(s)/Intending Allottee(s) with simple interest @ 9 % per annum calculated for the period such amounts have been lying with the Company for which the Applicant(s)/Intending Allottee(s) will give notice to the Company after the expiry of one year. The Company shall refund such amounts within 30 days of receipt of such notice from the Applicant(s)/Intending Allottee(s). The Applicant(s)/Intending Allottee(s) understands that the Company shall have no other liability of any kind except the refund of this amount.

5. The Applicant(s)/Intending Allottee(s) acknowledges that the Company has provided all the information and clarifications as required by the Applicant(s)/Intending Allottee(s) and that the Applicant(s)/Intending Allottee(s) is fully satisfied with the same and the Applicant(s)/Intending Allottee(s) has relied on his/her own judgment and investigation in deciding to apply for allotment of the Said Apartment(s) and has not relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Company, or any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Said Project/Apartment(s). No oral or written representations 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.

6. The Applicant(s)/Intending Allottee(s) shall execute the standard Apartment Buyer's Agreement with the Company and the Maintenance Agreement either with the Company or its nominated agency, along with the affidavits, declarations and undertakings contained therein and compliance of the terms and conditions of the standard Apartment Buyer's Agreement, and Maintenance Agreement.

7. The Applicant(s)/Intending Allottee(s) shall make the payment of basic sale price, Preferential Location Charges (for superior location, park facing, private lawn, etc.), VAT, Maintenance Charges, EDC, IDC, Interest Free Maintenance Security and all other charges as may be communicated from time to time. The Applicant(s)/Intending Allottee(s) shall be further liable to pay any tax/charges including any Fresh Incidence of Tax as maybe levied by the Government of Haryana/Competent Authority/ Central Government, even if it is retrospective in effect as and when demanded by the Company on the super area of the Apartment(s).

8. The Applicant(s)/Intending Allottee(s) shall make the payment of development charges for development levied/leviable on the Said Project, if any, by the Government or any other competent authority and also includes any increase in such development charges, by whatever name called or in whatever form and with all such conditions imposed by the Government or any other competent authority and further make payment of the Infrastructure Development Charges i.e. the charges for the infrastructure development, by whatever name called, levied or leviable, now or in future, by any person or authority including Haryana Government or any other competent authority with a view to recover the cost of infrastructure development including but not limited to State/National Highways,

transport, irrigation facilities, power & water facilities etc and/or any additional levies, fees, cesses, charges, etc.

9. The Applicant(s)/Intending Allottee(s) confirms and agrees that in case the Company enriches the specification of Apartment(s) including internal services over the norms specified by the competent authority in this regard, then the Company shall be entitled to recover the same from the Applicant(s)/Intending Allottee(s) as additional costs.

10. The Applicant(s)/Intending Allottee(s) shall also be liable to make payments if applicable in respect of (a) Electrification Charges (including pro-rata cost towards purchasing and installing transformers/Sub-Station/Power House, (b) charges for installation of water connection, (c) LPG/cooking Gas connection (galvanized pipeline, if provided), (d) Cost of installing Sewerage Treatment Plant/ Effluent Treatment Plant/ Pollution Control Devices (e) Water Treatment Plants, or any other facilities as may be required or specified by the Government or Town Planner.

11. The Club Membership shall be mandatory for all the Applicant(s)/ Intending Allottee(s) and the Applicant(s)/Intending Allottee(s) undertakes to pay such fees, charges as may be decided by the Company or agency providing the recreational facilities at the club and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose.

12. The Applicant(s)/Intending Allottee(s) hereby agrees and undertakes to execute the Maintenance Service Agreement ("Maintenance Agreement") in the standard format prescribed by the Maintenance Service Provider/Company, which is applicable to all the Apartment(s) owners. Due execution of the Maintenance Agreement shall form a condition precedent to handing over the possession and/or conveyance of the said Apartment(s). The Applicant(s)/Intending Allottee(s) further undertakes to pay the Security Deposit and the Maintenance Charges as may be applicable by the Company/Maintenance Service Provider from the date within 30 days of the offer of possession or actual possession, whichever is earlier, to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Service Provider from time to time. Refusal to execute the Maintenance Agreement by the Applicant(s)/Intending Allottee(s) shall also entitle the Company to terminate the provisional allotment and forfeit the earnest money.

13. The Applicant(s)/Intending Allottee(s) shall make all payments of the agreed sale price of the said Apartment(s) as per the Payment Plan on the Super area, along with the other charges as mentioned or stipulated therein without any dependence/reference to any demand notices being issued by the Company. All payments shall be made by way of cheques/drafts/pay orders issued in favour of 'Anant Raj Industries Limited'. All cheques/drafts/pay orders shall be deemed to have been accepted subject to their realization. The Applicant(s)/Intending Allottee(s) shall further make payment of registration charges, stamp duty and other incidental expenses as and when demanded by the Company to enable it to convey the said Apartment(s) in favour of the Applicant(s)/Intending Allottee(s). The Applicant(s)/Intending Allottee(s) shall make all the payments irrespective of any issues between the Applicant(s)/Intending Allottee(s) and the Company with respect to any other matter contained in the Agreement or even otherwise. Any default in payment or non-payment shall be considered and deemed to be fundamental breach of the allotment and the standard Apartment Buyer's Agreement.

14. The Applicant(s)/Intending Allottee(s) agrees that time is the essence in respect of all payments to be made by the Applicant(s)/Intending Allottee(s) including the sale price and all other amounts, charges and dues, as mentioned in this Application /Agreement.

15. That the Applicant(s)/Intending Allottee(s) understand that 1 (one) Parking Space which would be assigned to him shall be an integral part of the said Apartment(s) which cannot be sold/dealt with independent of the Said Apartment(s). The Company at its own sole discretion shall provide open car parking space to the Applicant(s)/Intending Allottee(s) at the time of possession subject to availability and the Company's decision in this regard shall be final and binding on the Applicant(s)/Intending Allottee(s). All clauses of this Application(s) and Apartment Buyer's Agreement pertaining to the allotment, possession, cancellation etc. shall apply mutatis mutandis to the Parking Space(s) so provided, wherever applicable. The Applicant(s)/Intending Allottee(s) agrees that the Basic Sale Price of the Apartment(s) is exclusive of reserved car parking space provided to him/her for his/her exclusive use. The Applicant(s)/Intending Allottee(s) agrees that Parking Spaces provided to the Applicant(s)/Intending Allottee(s) shall not be a part of common areas of the Said Project for the purpose of the declaration which may be filed by the Company under Haryana Apartment Ownership Act, 1983. As the reserved parking space is an integral part/amenity of the Apartment(s), the Applicant(s)/Intending Allottee(s) undertakes not to sell /transfer/deal with the reserved parking space independent of the Apartment(s).

16. The Company is in the process of developing the said Project in accordance with the provisions as applicable and required by the Competent Authority, which have been explained and understood by the Applicant(s)/Intending Allottee(s). The Applicant(s)/Intending Allottee(s) agree and understand that the calculation of Super Area of the Apartment(s) given in this Application is tentative and subject to change upon approval of final building plan(s). If any changes in the layout plan and/or drawings are required by any statutory authority(s) of Govt., or otherwise, the same may be affected suitably, to which the Applicant(s)/Intending Allottee(s) has agreed and has given his/her/its consent. However, if as a result thereof, there be any change in the location, preferential location, number, boundaries or area of the said Apartment(s), the same shall be valid and binding on the Applicant(s)/Intending Allottee(s). Further, if there is any increase or decrease in the area of the said Apartment(s), revised price shall proportionally be determined by the Company on the basis of the original rate.

17. That 10% of the total basic sale consideration on the total super area of the Apartment(s) shall constitute the "Earnest Money". Timely payment of each installment of the total sale consideration i.e. basic sale price and other charges as stated herein is the essence of this Application. In case payment of any installment as may be specified is delayed, then the Applicant(s)/Intending Allottee(s) shall pay interest on the amount due @ 12% p.a. compounded at the time of every succeeding installment or three months, whichever is earlier. However, if the Applicant(s)/Intending Allottee(s) fails to pay any of the installments with interest within three (3) months from the due date of the outstanding amount, the Company may at its sole option forfeit the amount of Earnest Money and other charges including late payment charges and interest deposited by the Applicant(s)/Intending Allottee(s) and in such an event the provisional allotment shall stand cancelled and the Applicant(s)/Intending Allottee(s) shall be left with no right, lien or interest on the said Apartment(s) and the Company shall have the right to sell the said Apartment(s) to any other person. Further the Company shall also be entitled to terminate/cancel this provisional allotment in the event of defaults of any terms and conditions of this Application.

18. Subject to Clause 35 herein or any other circumstances not anticipated and beyond the control of the Company and any restraints/restrictions from any Court /authority and subject to the Applicant(s)/Intending Allottee(s) having complied with all the terms and conditions of the present Application for provisional allotment and the

Applicant(s)/Intending Allottee(s) not being in default of payment including but not limited to timely payment of the total Sale Consideration and Stamp Duty and other charges and having complied with all provisions, formalities, documentation etc. including the standard Apartment Buyer's Agreement and the Sale Deed the Company proposes to handover the possession of the Apartment(s) to the Applicant(s)/Intending Allottee(s) within a period of 36 months from the date of the Company receiving all the requisite permissions and sanctions. The Applicant(s)/Intending Allottee(s) agrees and understands that the Company shall be entitled to grace period of 180 (One Hundred and Eighty) days, after the expiry of 36 months for applying and obtaining the Occupation Certificate in respect of the Apartment(s) from the concerned authority. The Company shall give notice of possession to the Applicant(s)/Intending Allottee(s) with regard to the handing over of the possession and in the event the Applicant(s)/Intending Allottee(s) fails to accept and take possession of the Apartment(s) within 60 days of issuance of the notice, the Applicant(s)/Intending Allottee(s) shall be deemed to be the custodian of the Apartment(s) from the date indicated in the notice of possession and the Apartment(s) shall remain at the risk and cost of the Applicant(s)/Intending Allottee(s).

19. The Applicant(s)/Intending Allottee(s) agrees and confirms that in the event of the Company abandoning the construction and the development of the Apartment(s), this Application shall stand terminated and will be treated to have been terminated with mutual consent and subject to the Applicant(s)/Intending Allottee(s) not being in default of any of the terms of this Application, the Company shall refund the actual amount paid the Applicant(s)/Intending Allottee(s) with an interest @ 9% thereon for the period such money has been lying with the Company.

20. The Applicant(s)/Intending Allottee(s) has fully understood and agrees that in case the Applicant(s)/Intending Allottee(s) withdraws or surrenders his application for the provisional allotment for any reason whatsoever at any point of time, then the Company at its sole discretion may cancel/terminate the Booking/Provisional Allotment/Application and shall forfeit the amounts paid/deposited up to the Earnest Money as stated herein above, and may refund the balance amount to the Applicant(s)/Intending Allottee(s), if applicable, without any interest and compensation whatsoever. Any amount paid by the Applicant(s)/Intending Allottee(s) shall first be adjusted towards earlier outstanding payments such as unpaid or partly paid installments, interest or other outstanding amounts, if any. The Company shall be entitled to deduct the brokerage amount paid to the broker / sales organizer out of the amount received from the Applicant(s)/Intending Allottee(s).

21. That the transfer of Apartment(s) wherein either the full payment has already been made or agreed schedule of payment of installments is over shall be allowed only through execution of Conveyance Deed/Sale Deed and the Company will charge an administrative fee as maybe decided by it for effecting changes/entries in its records. In all other cases wherein full payment of the Apartment(s) has not been made/schedule of payment of installments is not yet over, transfer charges shall be levied at Rs 75/- Sq. ft and the transfer will be effected in the manner and as per procedure formulated in this regard by the Company. However, the first transfer to be effected in the records of the Company will not be subject to transfer charges.

22. Subject to the other terms and conditions of this Application, on and after the payment of the sale price and other charges and dues as per the Application/ Agreement, the Applicant(s)/Intending Allottee(s) shall have the: i) ownership of the area of the Said Apartment(s); ii) undivided interest and the right to use common areas and facilities along with the other Apartment owners; iii) right to exclusive use of the Parking Space (s); and iv) undivided

proportionate interest in the Plot beneath the building comprising the said Apartment(s) and calculated in the ratio of super area of the said Apartment(s) to the total super area of all Apartment(s) in the said Plot (Although the Applicant(s)/Intending Allottee(s) shall not be making any payment towards the said Plot of land).

23. The Applicant(s)/Intending Allottee(s) shall take possession of the said Apartment(s) after making the full payment and get the conveyance deed/sale deed executed within 60 days from the date of the Notice to possession issued by the Company subject to terms and conditions of the Apartment Buyer's Agreement. Any delay by the Applicant(s)/Intending Allottee(s) in taking the possession would attract charges @ Rs.10/- per sq.ft per month of the super area of the said Apartment(s) for such delay.

24. The Applicant(s)/Intending Allottee(s) shall not use the said Apartment(s) or permit the same to be used for any purpose other than residential as sanctioned by the Director, Town and Country Planning, Haryana, Chandigarh, or shall not use the same in a manner which is likely to cause nuisance to neighboring residents or for any illegal or immoral purposes.

25. The Applicant(s)/Intending Allottee(s) shall get his/her/its complete address registered with the Company and it shall be his/her/its responsibility to keep the Company informed by registered A/D letter of the change of address, failing which all demands will be deemed to have been received by the Applicant(s)/Intending Allottee(s) or served upon the Applicant(s)/Intending Allottee(s) at the time when those would ordinarily reach such address. The Applicant(s)/Intending Allottee(s) will be fully liable for any default in payment and/or other consequences that might accrue therefrom. That it is hereby clarified that in case of joint Purchaser(s), all communications, demand notices, termination/cancellation letter, refund, etc., shall be sent by the Company to the Applicant(s)/Intending Allottee(s) whose name appears first at the address and to receive its confirmation in writing given by him/her/it which shall for all purposes be considered as service on all the Applicant(s)/Intending Allottee (s) and no separate communication will be made or sent to the other named Applicant(s)/Intending Allottee(s).

26. The provisional and/or final allotment of the Apartment(s) is entirely at the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons thereof.

27. That the allotment letter, when issued, by the Company allotting the Apartment(s) in the said Project shall be binding on the Applicant(s)/Intending Allottee(s) to purchase the same and the Applicant(s)/Intending Allottee(s) will have to execute all the necessary documents, affidavits, including standard Apartment Buyer's Agreement as stated herein. If, however, Applicant(s)/Intending Allottee(s) fail to execute the necessary documents/affidavit including standard Apartment Buyer's Agreement, within stipulated time and/or 30 days from the date of offer of allotment by the Company, then this Application may be treated as cancelled only at the sole discretion of the Company. It is specifically understood by the Applicant(s)/Intending Allottee(s) that upon execution, the terms and conditions as set out in the Apartment Buyer's Agreement shall supercede the terms and conditions as set out in this Application.

28. The Applicant(s)/Intending Allottee(s) agrees that the number, size, area and location of the Apartment(s) are tentative and may change during the completion of the Apartment(s). The Company reserves the right to change the location, size, area, increase or decrease the number of Apartment(s) offered in the Scheme Madelia, Sector M1-A, Manesar, Gurgaon, Haryana. The Company also reserves the right to delete/withdraw some/all Apartment(s) depending on the circumstances and the Applicant(s)/Intending Allottee(s) shall in case of complete cancellation of the



Apartment(s) allotted to him will be only entitled to refund of his payments along with simple interest calculated @ 12% and shall have no further right to object in this regard.

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

30. The Applicant(s)/Intending Allottee(s) agree that the Company shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of receivables of the said Project comprising the Apartment(s) subject to the condition that the said Apartment(s) being free of any encumbrances at the time of execution of Conveyance Deed/Sale Deed. The Company/financial institution/bank shall always have the first lien/charge on the said Apartment(s) for all its dues and other sums payable by the Applicant(s)/Intending Allottee(s) or in respect of the loan granted for the purpose of the construction.

31. The Applicant(s)/Intending Allottee(s) shall indemnify and keep the Company, its agent, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Applicant(s)/Intending Allottee(s) as mentioned in the Application and Apartment Buyer's Agreement.

32. The Applicant(s)/Intending Allottee(s) (in case of an NRI/PIO) agrees that he shall be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999(FEMA), rules and regulation of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property, etc and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Application. The Applicant(s)/Intending Allottee(s) agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, the Applicant(s)/Intending Allottee(s) shall alone be liable for any action under FEMA. The Applicant(s)/Intending Allottee(s) shall keep the Company fully indemnified and harmless in this regard. The Company shall not be responsible towards any third party making payments, remittances on behalf of any Applicant(s)/Intending Allottee(s) and such third party shall not have any right in this Application in any way and Company shall issue the payment receipts in favour of the Applicant(s)/Intending Allottee(s) only.

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

34. The Applicant(s)/Intending Allottee(s) understand that this Application is purely on tentative basis and the Company may at its sole discretion decide not to allot any or all the Apartment(s) in the said Project to anybody or



altogether decide to put at abeyance the project itself, for which the Applicant(s)/Intending Allottee(s) shall not have a right to raise any dispute and claim any right/title/interest on the acceptance of the Application and receipt of the booking amount being received by the Company with this Application from the Applicant(s)/Intending Allottee(s). In such case, the Applicant(s)/Intending Allottee(s) shall be entitled to refund of the entire amount with simple interest @ 12 % per annum calculated for the period such amounts have been lying with the Company.

35. The Applicant(s)/Intending Allottee(s) agree that in case the Company is unable to deliver the said Apartment(s) and/or allot parking space(s) to the Applicant(s)/Intending Allottee(s) for his occupation and use due to (a) any legislation, order or rule or regulation made or issued by the Government or any other authority, (b) if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Apartment(s) for any reason whatsoever, © if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent Authority(ies) become subject of any suit/writ before a Competent Court, (d) due to force majeure conditions, or (e) any other circumstances beyond the control of the Company or its officials, then the Company as a result of such contingency arising reserves the right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of the Company so warrants, the Company may suspend the project for such period as it may consider expedient or may cancel the provisional allotment of the said Apartment(s) in which case the Company shall only be liable to refund the amounts received from the Applicant(s)/Intending Allottee(s) without any interest and no compensation of any nature whatsoever can be claimed by the Applicant/ Intending Allottee(s).

36. The Applicant(s)/Intending Allottee(s) agree that the Company shall have the right to transfer ownership of the said Project in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/disposal/or any other arrangements as may be decided by the Company without any intimation, written or otherwise to the Applicant(s)/Intending Allottee(s) and the Applicant(s)/Intending Allottee(s) shall not raise any objection in this regard.

37. The Company and/or its Associate Company reserve the right to alter any terms and conditions/clause of the Project at its discretion as and when considered necessary.

38. The Applicant(s)/Intending Allottee(s) understands and confirms that the provisional allotment of the Apartment(s) made shall not be construed as sale or transfer under any applicable law and the title to the Apartment(s) hereby allotted shall be conveyed and transferred to the Applicant(s)/Intending Allottee(s) only upon his fully discharging all the obligations undertaken by the Applicant(s)/Intending Allottee(s) including payment of the total sale consideration and other applicable charges/dues and only upon registration of the Conveyance/Sale deed in his favour.

39. The Applicant(s)/Intending Allottee(s) understands and confirms that the Company may carry extensive developmental / construction activities for many years in future in the entire area falling outside the said Plot in which the said Apartment(s) may be located. The Applicant(s)/Intending Allottee(s) agrees and understands that in case the Company is able to get additional FAR, the Company shall have the sole right to utilize the additional FAR in the manner it may deem fit including but not limited to by making addition to the said Plot or making additional buildings in and around the land of the said Plot/Project and the Company shall be entitled to get the electric, water, sanitary and



drainage systems of the additional construction thereof connected with the already existing electric, water, sanitary and drainage systems in the said Project. The Applicant(s)/ Intending Allottee(s) acknowledges that the Applicant(s)/ Intending Allottee(s) has not made any payment towards the additional FAR and shall have no right to object to any of such construction activities carried on the said Plot/ Project.

40. The Applicant(s)/Intending Allottee(s) shall not have any right to object or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by the Applicant due to such developmental /construction activities or incidental / related activities.

41. The Applicant(s)/Intending Allottee(s) confirms and represents that the sale price and other charges and dues mentioned in the Application and/or the Agreement do not include any payment whatsoever for any lands, buildings, common areas, facilities and amenities falling outside the said Plot and that the Company has not indicated/ promised/represented/ given any impression of any kind in an explicit or implicit manner whatsoever that the Applicant(s)/Intending Allottee(s) shall have any right, title or interest of any kind whatsoever in any lands, common areas and facilities and amenities falling outside the said Plot. It is agreed by the Applicant(s)/Intending Allottee(s) that all rights including the ownership thereof, of land(s), facilities and amenities outside the said Plot, shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government, semi-government, any other authority, body, any person, institution, trust and / or any local body (ies) which the Company may deem fit in its sole discretion.

42. The Applicant(s)/Intending Allottee(s) agrees and undertakes to pay all Government rates, tax on land, municipal tax, property taxes, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the said Plot/said Project/said Apartment(s) or land appurtenant thereto as the case may be as assessable or applicable from the date of the Application. The Applicant(s)/Intending Allottee(s) shall be liable to pay all the levies and fees on pro-rata basis as determined by the Company and the determination of the share and demand shall be final and binding on the Applicant(s)/Intending Allottee(s) till the said Apartment(s) is assessed separately.

43. The Applicant(s)/Intending Allottee(s) should correctly mention his/her Permanent Account Number (PAN) in the Application form, if the same is not provided then the Application may be summarily rejected. The Application Form should be signed by the person(s), or his/her Registered Power of Attorney, who want(s) to get the Apartment(s) under the Project. Similarly, in the case of Company applying for the Apartment(s), should sign through authorized personnel enclosing an authority letter/board resolution.

44. The Company is not required to send reminders/notices to the Applicant(s)/Intending Allottee(s) in respect of the obligations of the Applicant(s)/Intending Allottee(s) as set out in this Application and/or the Agreement and the Applicant(s)/Intending Allottee(s) is required to comply with all its obligations on its own. However, where the Applicant(s)/Intending Allottee(s) is required to make payment as per the Construction Linked Payment Plan, the Company will be issuing notice to the Applicant(s)/ Intending Allottee(s), intimating him/it about the stage of construction and demand payment in terms of the agreed Schedule of payment.



45. Subject to terms & conditions stated herein, the Applicant(s)/Intending Allottee(s) will never interfere in activities of the Company or in construction/development of the said Project in any manner, whatsoever.

46. The Company reserves the right to cancel the provisional allotment of Apartment(s) in case provisional allotment being obtained through misrepresentation and suppression of material facts and Company's decision in this regard shall be final.

47. All or any disputes arising out or touching upon or in relation to the terms of this application and/or standard Apartment Buyer's Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in New Delhi by a sole arbitrator appointed by the Company. The Applicant(s)/Intending Allottee(s) hereby confirms that he/she shall have or raise no objection to this appointment. The Delhi High Court at New Delhi and its subordinate courts alone shall have the jurisdiction in all matters arising out of/touching and/or concerning this application and/or Apartment Buyer's Agreement regardless of the place of execution of this application which is deemed to be at New Delhi.

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

SIGNATURE OF THE FIRST/SOLE APPLICANT

SIGNATURE OF THE SECOND APPLICANT

Name:
Date:
Place:

Name:
Date:
Place: