

Customer ID No.:

Customer Name:

Shop / Commercial No.:

APPLICATION FORM



M/s Raheja Developers Limited

Saket, New Delhi 110017

Dear Sir(s),

I/We the undersigned request that I/We may be provisionally allotted a Shop / Commercial Space in your proposed Commercial Project "Raheja's Trinity" located at Gurgaon, (Haryana).

I/We remit herewith a sum of Rs _____ (Rupees _____) only by Bank Draft/Cheque No. _____ dated _____ drawn on _____ bank (being 10% of BSP) and Rs. _____ (Rupees _____) only by post dated cheque No. _____ dated _____ drawn on _____ Bank (being 15% of BSP).

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 Shop/Commercial Space.

In the event M/s Raheja Developers Ltd (hereinafter referred to as "The Company") agreeing to provisionally allot shops(s)/commercial space(s), I/we agree to execute agreement to sell on Company's standard format within stipulated period and to pay further instalments of sale price and all other dues as stipulated in this application and the Agreement to Sell as per the Payment Plan read and understood by me/us.

I/We have clearly understood that this application does not constitute an Agreement to Sell and I/We do not become entitled to the provisional and/or final allotment of shop(s)/commercial space(s) notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the earnest money tendered with the application. It is only after I/We sign and execute the Agreement to Sell on the Company's standard format thereby agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Company. If, however, I/we withdraw/cancel this application or seek a refund after Agreement to Sell is executed, or any cheque remains unpaid or I/we fail to execute and return the Agreement to Sell within thirty (30) days along with all the requisite formalities from the date of its dispatch by the Company then the Company may at its sole discretion treat my/our application/ allotment as cancelled and the earnest money paid by me/us shall stand forfeited. The balance amount will be refunded as per terms of this Application Form. I/We are making this application with the full knowledge that the licence for the project has already been issued by DTCP, Haryana and the sanctioning of building plans is underway, therefore areas offered under this application are tentative I/We have instructed the Company that if for any reason including non sanction of the building plans or rejection of application by screening committee, the Company is not in a position to finally allot a shop(s)/commercial space(s) applied for within a period of one year from the date hereof, I/We would like to have refund of the amount deposited with simple interest at the rate of 10% per annum calculated for the period for which such monies have been lying with the Company(interest to be calculated after 3 months, it being a processing period of application) from the date of encashment of amount in company's bank account.

I/We hereby acknowledge that the Company has provided all the information and clarifications as required by me/us and I/We am/are fully satisfied with the same and I/We have relied on my/our own judgement and investigation with respect to location, title, designs, specification, price, infrastructure, 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 Shop(s)/Commercial space(s). No representations or statements shall be considered to be part of this Application unless signed by me/us and the Company as additional terms and conditions/ supplementary agreement and this Application is self contained and complete in itself in all respects.

I/We have clearly understood and agreed that this application form will be processed by the Company only after encashment of both the cheques submitted by me/us together with application form complete in all respects otherwise application shall be liable for rejection and amount(s) paid by me/us upto the extent of earnest money shall be forfeited. The Company will be corresponding with me/us only on the email IDs furnished by me/us and building plans, status and construction updates will be uploaded on Company website only. Only soft copies of receipts against the payments made shall be provided which will be legitimate acknowledgment of payment by the company. I/We agree to abide by the terms and conditions of this application including those relating to payment of sale price and other charges, forfeiture of earnest money as laid down herein and the execution of the Agreement to Sell within the period stipulated therein.

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

Please affix
your self attested
photograph
here

Son/ Wife /Daughter of Mr./ Mrs.

first name

middle name

last name

Profession

Designation

Nationality

Company Name/ Firm Name

Residential Status: Resident Indian

Non - Resident Indian

Foreign National of Indian Origin

Residential Address

Pin Code

Office Address

Pin Code

Address for Communication Residential/ Office/ Others, Please Specify

Telephone No. Res

Off

Mobile

Fax

Date of Birth

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 Shop / Commercial Space to be purchased:

a) Block / Tower

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

b) Floor c) Shop / Commercial Space No.

5. *Car Parking preferences:

6. Extra Fitments/Specifications

7. Basic Sale Price (BSP)	@ Rs.	<input type="text"/>	per sq. ft.	Total Rs.	<input type="text"/>
Preferential Location Charges	@ Rs.	<input type="text"/>	per sq. ft.	Total Rs.	<input type="text"/>
Leasing and allotment charges for Car Parking (Covered/Open)	@ Rs.	<input type="text"/>	Total No.	<input type="text"/>	Total Rs. <input type="text"/>
Terrace/ Court Charges (if any):	@ Rs.	<input type="text"/>	per sq. ft.	Total Rs.	<input type="text"/>
EDC & IDC Charges:	@ Rs.	<input type="text"/>	per sq. ft.	Total Rs.	<input type="text"/>
Other Charges (if any):	@ Rs.	<input type="text"/>	per sq. ft.	Total Rs.	<input type="text"/>
Interest Free Maintenance and Deficit Payment Security (IFMDPS): *	@ Rs.	<input type="text"/>	per sq. ft.	Total Rs.	<input type="text"/>
Total Cost of the Shop/ Commercial space:				Rs.	<input type="text"/>

*Note: Interest Free Maintenance and Deficit Payment Security (IFMDPS) @ Rs. 100/- per sq. ft. of the gross saleable area shall be paid extra.

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

Environment Commitment

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

Declaration:

I/ We the undersigned applicant (Sole/ First and Second Applicant), do hereby declare that the above-mentioned particulars/ information given by me/ us are true and correct to my/ our knowledge and no material fact has been concealed therefrom. I/ We have gone through the terms & conditions written on this Application Form, Specifications and Payment Plan attached with this Application Form and accept the same and which shall ipso-facto be applicable to my/our legal heirs and successors. I/We shall also abide by the Agreement to Sell in the Company's standard format contents whereof have been read and understood by me/ us and till such time the terms and conditions signed and

TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF SHOP/COMMERCIAL SPACE AT RAHEJA'S TRINITY, GURGAON, HARYANA

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

to do so, refund the amount deposited with simple interest @10% per annum, interest to be calculated after 3 months, it being a processing period of application, from the date of encashment of amount in Company's bank account. However, the Company shall not be liable for payment of any compensation on this account whatsoever.

The Applicant(s)/Intending Allottee(s) further 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 complex or making additional buildings in and around the land of the said Complex and the Company shall be entitled to get electric, water, sanitary and drainage systems in the said complex making use of the installed facilities or by Augmenting the same as per technical requirements at the sole discretion of the Company. 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 or to claim for any such construction activities carried on the said Building/Said Complex.

5. There will be Preferential Location Charges (PLC) in case any location is preferred by the Applicant(s) / intending allottee (s) for the Shop/ Commercial Space in the said Project and the same shall be payable by the Applicant(s)/ intending allottee(s), as per the demand of the Company in a manner and within the time as stated in the payment plan. However, the Applicant(s)/ intending allottee(s) has specifically agreed that if due to any change in the layout/ building plan or non- availability due to any reason, the said Shop/ Commercial Space ceases to be preferentially located, the Company shall be liable to refund only the amount of PLC paid by the Applicant(s)/ intending allottee(s) and such refund shall be adjusted in the last instalment as stated in the payment plan. On the other hand, if his/her Shop/ Commercial Space in the Project becomes preferentially located due to the aforesaid changes in the layout/ building plan, then the Applicant(s)/ intending allottee(s) shall be liable and agrees to pay as demanded by the Company additional PLC as stated in the payment plan. The said Preferential location charges are decided by the company at its sole discretion and the allottee before booking a particular shop/ commercial space must fully satisfy himself/ herself about the rationality of levying of such preferential charge(s) with respect to location and placement of the Unit. The payment of booking amount against a particular Shop/ Commercial Space will constitute consent of acceptance of such PLC.
6. The External Development Charges ("EDC"), Infrastructural Development Charges ("IDC") and Infrastructure Augmentation Charges ("IAC") for the external and Infrastructural services to be provided by the Haryana Government/ HUDA has been charged on pro rata basis from all the Applicant(s)/ intending allottee(s) calculated on the basis of present rate fixed by the Haryana Government plus interest and all other charges and in case of any increase in these charges in future due to any reason, the same shall be paid by the Applicant(s)/ intending allottee(s), as and when demanded by the Company. The pro-rata demand made by the Company with regard to EDC, IDC and IAC shall be final and binding on the Applicant (s)/ intending allottee(s). If for any reason interest is charged due to retrospective levies or due to delay in depositing, the same shall become payable without any objection. If the EDC, IDC and IAC is not paid, then same shall be treated as non-payment of charges as per the Application/ Buyer's Agreement and the Company shall be entitled to cancel the booking and forfeit the Earnest Money along with interest on delayed payments and brokerage paid, if any. If the EDC, IDC and IAC is levied (including with retrospective effect) after the conveyance deed has been executed then the same shall be treated as unpaid sale price of the said Shop(s)/Commercial Space(s) and in case the conveyance deed has been executed, the Company shall have first charge and lien over the said Shop(s)/Commercial Space(s) till such unpaid charges are paid by the Applicant (s)/ intending allottee(s) including interest.
7. The Applicant (s)/ intending allottee(s) understands that in addition to total price, the Applicant(s)/Intending allottee(s) shall be liable to pay Service Tax as provided in the payment plan as per the rates applicable and revised from time to time. However, the Company shall not be liable to refund the service tax already deposited to the government, if at any stage government revokes/ withdraws the Service tax till the time the same is actually received back in the account of the Company.
8. The cost of equipments for providing power back-up to the Applicant(s)/intending Allottee(s) of the said shop/Commercial space shall be charged on pro-rata basis as and when desired by the Company from all the Applicant(s)/intending allottee(s). Adequate power backup will be provided applying applicable diversity factor while calculating overhaul load of the complex. Power backup in the complex will be provisioned accordingly.
9. All Drafts/Cheques(except for EDC/IDC/IAC) are to be made in favour of "RAHEJA DEVELOPERS LIMITED", payable at Delhi/ New Delhi. All drafts/Cheques for EDC, IDC and IAC amount are to be made in favour of "RAHEJA DEVELOPERS LIMITED A/c EDC", payable at Delhi/ New Delhi. In case the Applicant(s)/ intending allottee(s) makes the payment by an outstation cheque, then his/ her payment would be deemed to have been received as per actual amount credited on the date the cheque will get credited into the bank account of the Company by the Bank and the Bank Charges for the outstation clearing will be charged from the Applicant(s)/ intending allottee(s).
10. If any of the cheques submitted by the Applicant(s)/ intending allottee(s) along with this Application form is dishonored then the Allotment would be deemed cancelled and the Company will not be under any obligation to inform the Applicant(s)/ intending allottee(s) about the dishonouring of the cheque or cancellation of the allotment. The Applicant(s)/ intending allottee(s) will not be entitled to tender a new cheque in place of dishonoured cheque. It is further agreed that this application form shall be processed only after Cheques tendered by the applicant along with this application form are fully encashed.
11. The Applicant(s)/intending allottee(s) has been explained and has understood that all the payments are to be made by crossed cheque/demand drafts only. However, in case the Applicant(s)/ intending allottee(s) is adamant to make any cash payment, the payment will be received only at Corporate Office of the Company at Saket, New Delhi subject to fulfilment of statutory requirements & will not be paid to any other person/site or representative/manager/ brokers/ employee/business associate. However, this payment will be acknowledged only if a valid & authorized receipt has been issued at Saket, New Delhi office only.
12. The Applicant's/intending allottee's may obtain finance from any financial institution/bank or any other source for purchase of the said shop/Commercial space. The Applicant's/intending allottee's obligation to purchase the said shop/Commercial space shall not be contingent on the Applicant's/intending allottee's ability or competency to obtain such financing and the Applicant(s)/intending allottee(s) will remain bound to pay instalments of sale price and all other dues as stipulated in this application and the Agreement to Sell and the payment plan as explained to the Applicant(s)/intending allottee(s). Further, if any bank / financial institution refuses/ delays in granting financial assistance and/or disbursement of loan on any ground(s), then Applicant(s)/intending allottee(s) shall not make such refusal/ delay an excuse for non-payment of any instalments / dues to the Company within stipulated time as per the payment plan. Interest as mentioned in the terms & conditions of the payment plan shall remain payable irrespective of delay in bank loan disbursement due to any reason whatsoever including delay in sanction of building plans or any other requirement of the bank from allottee(s) or company.

13. The Applicant(s)/intending allottee(s) undertakes to join any society/ association of the Shop/Commercial Space owners and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose. The Applicant(s)/ intending allottee(s) upon construction of the said Complex agrees to enter into a tripartite maintenance agreement on Company's standard format with the Company or any association/body/condominium of association of commercial space/shop owners or any other nominee/agency/association or other body (hereinafter referred to as "the Maintenance Agency") as may be appointed/nominated by the company from time to time for the maintenance and upkeep of the said shop/space/site in the said Complex and the Applicant(s)/ intending allottee(s) undertakes to pay the maintenance bills as raised by the Maintenance Agency from the date of Occupation Certificate and use, granted by the competent authority on uniform basis in compliance with the latest legislative amendments, orders and directions in this regard irrespective whether the Applicant(s)/ intending allottee(s) is in occupation of the shop(s)/commercial space(s) or not. In order to secure due performance of the Applicant(s)/ intending allottee(s) in prompt payment of the maintenance bills and other charges raised by the maintenance agency, the Applicant(s)/ intending allottee(s) agrees to deposit, as per the schedule of payment and to always keep deposited with the Company/Maintenance Agency as IFMDPS at the rate of Rs. 100/- per sq. ft. of the gross saleable area of the shop(s)/commercial space(s).

In case of failure of the Applicant(s)/ intending allottee(s) to pay the maintenance bill, other charges on or before the due date, the Applicant(s)/ intending allottee(s) in addition to permitting the maintenance agency to deny him/her the maintenance services, also authorizes the Company to adjust the dues from the principal amount of the IFMDPS against such defaults. If due to such adjustments in the principal amount, the IFMDPS falls below the agreed sum of Rs. 100 per sq. ft. of the gross saleable area of the said shop(s)/commercial space(s), then the Applicant(s)/ intending allottee(s) hereby undertakes to make good the resultant shortfall within 15 days of demand by the Company. Further, the Company reserves the right to increase IFMDPS from time to time in keeping with the increase in the cost of maintenance services and the Applicant(s)/ intending allottee(s) agrees to pay such increases within fifteen days of demand by the Company. If the Applicant(s)/ intending allottee(s) fails to pay such increase in the IFMDPS or to make good the shortfall as aforesaid on or before its due date, then the Applicant(s)/ intending allottee(s) authorizes the Company to treat the allotment as cancelled without any notice to the intending Allottee (s) and to recover the shortfall from the sale proceeds of the said shop(s)/commercial space(s) and to refund to the intending Allottee (s) only the balance of the money realized from such sale after deducting therefrom the entire earnest money, interest on delayed payments, any interest paid, due or payable and all other dues as set out in the payment plan. It is made specifically clear and it is so agreed by and between the parties hereto that this condition relating to IFMDPS security as stipulated in this clause shall survive the conveyance of title in favour of the intending Allottee (s) and the Company shall have first charge/lien on the said shop(s)/commercial space(s) in respect of any such non payment of shortfall/increase as the case may be.

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

14. All statutory charges, Government rates, tax on land, municipal taxes, property taxes, Service tax, Value Added Tax(VAT), Goods and Service Tax(GST), Work Contract Tax(WCT) and other levies by whatever name called, (as applicable and revised from time to time) demanded or imposed by the authorities shall be payable proportionately by the Applicant(s)/ intending allottee(s) from the date of booking as per demand raised by the Company. If such charges are increased (including with retrospective effect) after the Conveyance Deed has been executed, then these charges shall be treated as unpaid sale price of the Shops / Commercial Space and the Company shall have lien on the Shops / Commercial Space of the Applicant(s)/ intending allottee(s) for the recovery of such charges. The determination of the share and demand shall be final and binding on the Applicant till the said Shop(s)/Commercial Space(s) is assessed separately and he shall be bound to make such payment within 30(thirty) days of such intimation.
15. The Applicant(s)/ intending allottee(s) shall before taking possession of the Shop(s) / Commercial Space, must clear all the dues towards the Shops / Commercial Space and have the Conveyance Deed for the said Shops / Commercial Space executed in his favour after paying Registration fee/ charges, stamp duty and other charges/ expenses. The Applicant(s)/ intending allottee(s) shall pay, as and when demanded by the Company, the Stamp duty, Registration charges and all other incidental and legal expenses and expenses incidental thereto for execution and registration of Conveyance Deed of the Shops / Commercial Space in favour of the Applicant(s)/ intending allottee(s) which shall be executed and got registered after receipt of the full sale price, other dues, including payment of Interest Free Maintenance security(IFMDPS) payable to the Company or the Maintenance Agency, as the case may be and the said charges and expenses as may be payable or demanded from the Applicant(s)/ intending allottee(s) in respect of the Shops / Commercial Space and Parking space(s) allotted to him/her. In case the Applicant(s)/ intending allottee(s) fails to deposit/pay the Stamp duty, Registration charges and all other incidental and legal expenses etc. so demanded/payable within the period mentioned in the demand letter, the Company shall be free to appropriate the part of sale price paid by the Applicant(s)/ intending allottee(s) towards the said charges and expenses and the Applicant(s)/ intending allottee(s) shall forthwith deposit the shortfall in the sale price so caused together with interest for period of delay in depositing the sale price so appropriated according to payment plan at the rate and in the manner mentioned in clause 16 hereof. The Applicant(s)/ intending allottee(s) undertake (s) to execute the Conveyance Deed within sixty (60) days from the date of Company intimating in writing the receipt of the certificate for use and occupation of the said building from the competent authority failing which the Applicant(s)/ intending allottee(s) authorizes the Company to cancel the allotment and forfeit the earnest money, interest on delayed payment etc. and refund the balance price paid by applicant (s) /intending allottee (s) without any interest after realization of money from resale/ allotment to any other party.
16. The Applicant(s)/ intending allottee(s) agrees that out of the amount(s) paid/ payable by him/ her towards the total sale consideration, the Company shall treat 10% of the total Sale Consideration as Earnest Money to ensure fulfilment by the Applicant of the terms and conditions, as contained

herein and in the Agreement to sell. Timely payments is the essence of these terms and conditions, Buyer agreement and with respect to the Applicant's obligations to pay the Sale Price as provided in the payment plan along with other payments such as, applicable stamp duty, registration fee, maintenance security and other charges on or before the due date or as and when demanded by the Company, as the case may be and also to perform or observe all the other obligations of the Applicant under the Agreement to sell. It is clearly agreed and understood by the Applicant/ intending allottee (s) that it shall not be obligatory on the part of the Company to send demand notices/reminders regarding the payments to be made by the Applicant/ intending allottee (s) as per the Payment Plan or obligations to be performed by the Applicant/ intending allottee (s) under these terms and conditions or Agreement to sell or any further document signed by the Applicant(s)/ intending allottee(s) with the Company. The Applicant(s)/ intending allottee(s) hereby also covenants to observe and perform all the terms and conditions of application form, Agreement to sell and Conveyance Deed, maintenance agreement etc to keep the Company and its agents and representatives, estates and effects indemnified and harmless against the said payments and observance and performance of the said terms and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance, or non-performance of the said terms and conditions by the Applicant(s)/ intending allottee(s).

If there is delay in making payment of the instalments by the Applicant(s)/ intending allottee(s), then the Applicant(s)/ intending allottee(s) shall pay to the Company interest which shall be charged @18% Per Annum from the due date of payment of instalment 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 Applicant(s)/ intending allottee(s) including withdrawal of the application and also in the event of failure by the Applicant(s)/intending allottee(s) to sign and return the Agreement to Sell on Company's standard format to the Company within (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 Applicant(s)/ intending allottee(s) along with interest on delayed payments and brokerage paid, if any shall stand forfeited and the intending Allottee(s) shall be left with no right, title, interest, lien or claim of whatsoever nature on the said shop/commercial space. The balance amount after above deductions shall be refundable to the Applicant(s)/ intending allottee(s) without any interest, after the said shop/Commercial Space is allotted to some other intending allottee(s). The dispatch of said cheque by registered post/speed-post to the last available address with the company as filled up in the application form (as applicable) shall be full and final discharge of all the obligations on the part of the company or its employees and the Applicant (s)/ intending allottee (s) will not raise any objection or claim on the company after this. The Company may at its sole discretion condone the breach by the Applicant(s)/ intending allottee(s) and may revoke cancellation of the allotment provided the shop/commercial space has not been re-allotted to some other person and the Applicant (s)/ Intending Allottee(s) agrees to pay the upto-date interest and the unearned profits (difference between the booking price and prevailing sales price) in proportion to total amount outstanding on the date of restoration and subject to such additional conditions/ undertaking as may be decided by the company. Further if any Applicant(s)/ intending allottee(s) at any stage wants to withdraw his application for booking for any reason whatsoever, it shall be deemed as cancellation by the Applicant(s)/intending allottee(s) and in that eventuality company shall be entitled to forfeit earnest money paid by the Applicant(s)/ intending allottee(s). The balance amount (after deducting the outstanding interest for delayed payments, brokerage/ commissions etc. if any) shall be refundable to the Applicant(s)/ intending allottee(s) without any interest, after the said shop/Commercial Space is allotted to some other intending allottee(s).

However, it is agreed between the parties that the developer shall adjust the amount due from the purchaser first towards the interest due, if any, and then towards the consideration.

17. The Applicant(s)/ intending allottee(s) agree(s) that he/she shall pay the price of the Shops / Commercial Space and other charges calculated on the basis of gross saleable area, which is understood to include pro-rata share of the common areas in the Project including the entrance foyer, lifts, lobbies, atrium, unpaid common parking, water tanks, generator rooms, shafts, AHU's, corridors, staircases, fire and safety installations and mechanisms, I.T. and electric distribution rooms and areas, pump rooms, water recycling, softening or harvesting or any areas, extensions, projections or constructions of maintenance office done for the benefit of common use of all or some of the allottees, and other common facilities, if any, which may be located anywhere in the said Project at the sole discretion of the Company. It is further understood by the Applicant(s)/ intending allottee(s) that the calculation of gross saleable area of the Shops / Commercial Space is available on the site or if required, it can be referred before signing of Agreement to Sell and upon execution of the said Agreement to Sell, the definition and method of calculation of gross saleable area shall become binding on both the parties (no claims or representations are to be made or entertained hereinafter) and the same is likely to be incorporated in declaration under Haryana Apartment Ownership Act, 1983.
18. The percentage of gross saleable area may vary from location to location or floor to floor depending upon the facilities and areas mainly enjoyed by the Applicant(s) / intending allottee (s). Therefore, it being important has been seen and understood by the Applicant(s)/intending allottee(s) before making application for allotment of any particular Shops / Commercial Space.
19. The Prices of Shop/Commercial space are free of escalation to the extent of increase in prices of inputs by 10% and the same would be absorbed by the company but in case the prices of input increases higher than 10%, the same shall be added to the cost of Shop /Commercial space as per the input price index of construction material on pro rata basis. The decision of the company in this behalf shall be final, conclusive and binding on the applicant/ intending allottee. The prices of inputs shall be taken from the date of booking.
20. The Applicant(s)/intending allottee(s) has been explained and has understood that depending upon the occupancy and in pursuit for excellence & in tune with the global trends at any time in future before or after handing over the possession of the Shop /Commercial space to the allottee, the company shall have sole discretion to convert non air-conditioned buildings in the project to air conditioned building(s) provided over 50% of the allottees confirm their willingness for the same. The Applicant(s)/intending allottee(s) agrees to share the proportionate expenses/ cost for converting building(s) into centrally air conditioned building in proportion to total area being air-conditioned and area occupied by him/ her and shall have no objection in this regard.
21. That the Company has made it specifically clear to the Applicant(s) / intending allottee (s) and after having satisfied himself/herself, the Applicant(s) / intending allottee (s) has understood that the computation of the price of the said Shops / Commercial Space does not include any element of recovery or payment towards land, construction, including land outside the footprint of his constructed area on pro-rata of no. of storeys of building, unallotted parking spaces whether covered or open, running and operation of the common amenities and facilities as well as recovery of payments towards maintenance charges of any kind by the Company from the Applicant(s)/ intending allottee(s) in any manner. As regards payment of maintenance charges, the applicant shall enter into a separate tripartite maintenance agreement. The Company has made clear to the Applicant(s)/

intending allottee(s) that it may be carrying out extensive developmental/ construction activities for many decades in future in the entire area falling outside the land beneath the footprint of said Building, in which his/ her Shops / Commercial Space is located and that the Applicant(s)/ intending allottee(s) has confirmed that he/ she shall not raise any objections in regard to such construction activity, development or make any claims, complaint or default in any payments as demanded by the Company on account of inconvenience, which may be suffered by him/ her due to such developmental/ construction activities or incidental/ related activities. It is made clear by the Company and agreed by the Applicant(s)/ intending allottee(s) that all the rights including the ownership thereof of land(s), facilities and amenities (other than those within the said Building and the land beneath the footprint of said building only), or above the said building subject to sanction of additional FAR and structure safety certificate by structural consultants, shall vest solely with the Company and the Company shall have the sole and absolute authority and discretion 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, mortgage of title deeds, 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. However, the Company may in its sole discretion appoint valuers to assess the pro-rata consequent reimbursement of land share re-reduction under foot print of the building. The Company relying on this specific undertaking of the Applicant(s)/ intending allottee(s) in the application may agree to allot the Shops / Commercial Space and this undertaking shall survive throughout the occupancy of the Shops / Commercial Space by the Applicant(s)/intending allottee(s) or his/ her legal representatives, successors, administrators, executors, assigns etc.

The Company has not calculated and structured the cost of land and other facilities created by it toward calculating and offering the price of the shop/commercial space. The Company has retained these areas for its own ownership and commercial benefits and future usage/exploitations. If Applicant(s)/Intending Allottee(s)/Association of owners demands or government at any stage directs the company to pass on the land or areas beyond the footprint of the building on which the Shop(s)/Commercial Space(s) area situated/built due to any reason whatsoever including directive of the Government or due to any decree or judgments the land or any facilities are to be passed on to the Association of buyers/ owners, then the Company shall be entitled for receiving/recovering the then prevailing company's cost for the balance land and facilities thereon from the Applicant(s)/Intending Allottee(s)/Association of Owners on prorata basis.

22. The Shops/Commercial Space applied for along with the building in which the Shop / Commercial Space has been applied for shall be subject to the provisions of Haryana Apartment Ownership Act, 1983 or any statutory enactment or modifications thereof. The common areas and facilities and the undivided interest of each Shop / Commercial Space owner in the common areas and facilities as specified by the Company in the declaration, which will be filed by the Company in compliance of Haryana Apartment Act, 1983 or any other provision of law shall be conclusive and binding upon the Shops / Commercial Space owners and the Applicant(s)/ intending allottee(s) agrees and confirms that his/ her right, title, interest in the said Shops / Commercial Space/ Building shall be limited to and governed by what is specified by the Company in the said deed of declaration. In this regard, it is made clear by the Company and fully understood by the Applicant(s)/ intending allottee(s) that the declaration to be filed in compliance of Haryana Apartment Ownership Act, 1983 or any other provision of law in strict consonance with clause 17 above and in no manner shall confer any right, title or interest in any lands, facilities, amenities and buildings outside the land beneath the footprint of the said Building in which the said Shops / Commercial Space is located. Mere mentioning the name of Applicant(s) / intending allottee (s) with shop number in the said declaration will not confer any right and the same will commence only subject to fulfilment of terms and conditions and after the conveyance deed has been executed by the company.
23. It is made clear by the Company and specifically understood by the Applicant(s)/ intending allottee(s) that the Company may in its sole discretion and for the purpose of complying with the provisions of Haryana Apartment Ownership Act, 1983 or any other applicable laws and subsequent amendments thereto substitute the method of calculating the proportionate share in the ownership of the land beneath the footprint of the said building and/ or common areas and facilities as may be described by the Company in its sole discretion in any declaration, by calculating the same in the ratio of his/ her Shop/ Commercial Space's gross saleable area including balcony or terrace to the total gross saleable area or value to the total value of the Building (s)/ Project/ Scheme, as the case may be, and that the Applicant(s)/ intending allottee(s) agrees not to raise any claim or objections in this regard.

The Applicant(s)/Intending Allottee(s) agree(s) that the shop/space/site is non-Air Conditioned. The Applicant(s)/Intending Allottee(s) shall fit, install the air-conditioner/ heaters/ chillers only at the place designated for such installations by the company.

24. The Applicant(s)/ intending allottee(s) of the Shop(s)/Commercial Space(s) shall pay, as and when demanded, the maintenance including security deposit for providing, maintaining and up keeping the said Project and the various services therein, as may be determined by the Company or the Maintenance Agency appointed for this purpose, as the case may be.
25. The rate mentioned in this application is inclusive of the cost of providing electric wiring upto DB built in each Shop /Commercial Space and fire fighting equipment in the common areas as prescribed in the existing fire fighting code/ regulations but does not include the cost of electric fittings, fixtures, electric and water meter etc. which shall be got installed by the Applicant(s)/ intending allottee(s) at his/ her own cost. If, however, due to any subsequent legislation/ Government order/directives or guidelines or if deemed necessary by the Company or any of its nominees, additional fire, water safety, anti-pollution, dedicated H.T or electric establishment measures are undertaken, then the Applicant(s)/ intending allottee(s) agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other Applicant(s)/ intending allottee(s), as determined by the Company in its absolute discretion. The maintenance and other charges will be paid for each calendar month of the year in advance before the 7th of each month. Payment will be made to the Company/ Maintenance Agency and in case of failure to make payment before the 7th of each month to which they relate, the Applicant(s)/ Intending Allottee(s) or any one claiming under him shall cease to have the right of any passage to the shop/commercial space and enjoyment of common facilities.

It is clearly explained by the Company and understood by the Applicant(s)/intending allottee(s) that all the equipments and machineries, including transformers, H.T. lines, Power backup generators, lifts, pumps etc. etc. shall remain under the ownership of the Company and Applicant(s)/intending allottee(s) shall be entitled for availing facilities against payment of usage charge only, which will be decided by the Company from time to time and the same will be paid/reimbursed by the maintenance agency/ Association of Owners/ Occupants as recurring charges, depreciation, insurance, consumables, supervision salaries etc. etc. even if the same gets handed over to the maintenance agency/Association of Owners for day to day running.

The Applicant(s)/ intending allottee(s) agrees that the Company or its subsidiaries/affiliates may at their sole discretion and subject to such Government approvals as may be necessary, enter into arrangement of generating and/or supplying power to the various projects/grid within or outside the said Complex in which the said shop/Commercial space is located including generating but not limited to power through generators,

turbines, solar, wind or any other future technology by using the surface area or roof tops of the buildings. In such an eventuality the Applicant(s)/intending allottee(s) fully concurs and confirms that the Applicant(s)/intending allottee(s) shall have no objection to such arrangement for generating and/or supply of power but also gives complete consent to such arrangement including it having an exclusive source of power supply from DHBVN/State Electricity Boards(SEBs)/any other source. The Applicant(s)/ intending allottee(s) further agrees that this arrangement could be provided by the Company or its agents directly or through the respective association of space owners. It is further agreed by the Applicant(s)/intending allottee(s) that the Company or its subsidiaries/affiliates shall have sole right to select the site, capacity and type of power generating and supply equipment/ plant as may be considered necessary by the Company or its subsidiaries/affiliates in their sole discretion from time to time. It is also understood that the said equipment/plant may be located anywhere in or around within or nearby the said Complex. If at any subsequent stage, the electricity or generator supply load needs to be increased/upgraded the Applicant(s)/intending allottee(s) shall contribute on pro rata basis towards security deposit/other expenses.

It is further agreed and confirmed by the Applicant(s)/intending allottee(s) that the Company or its subsidiaries/ affiliates shall have right to charge tariff for providing /supplying the power at the rate as may be fixed from time to time by the Company which may or may not be limited to the rate then charged by the DHBVN/SEBs. The Applicant agrees and confirms that he shall pay the amount based on the tariff to the Company or its subsidiaries/affiliates directly or through the association of owners respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment or facility so installed by the company or its subsidiaries/affiliates. The Applicant(s)/intending allottee(s) confirms and understands that such power generating and/or supplying equipment may during its operation cause inconvenience to the Applicant(s)/Intending Allottee(s). Applicant(s)/intending allottee(s) shall only mutually discuss to resolve any such objection to the same. The Applicant(s)/intending(s) allottee(s) shall be liable to pay consumption charges. The Applicant(s)/intending allottee(s) shall not have a right to raise any dispute with regard to such concerns regarding installation of power generating equipment or payment of Tariff at any time whatsoever during the period of Applicant(s)/ intending allottee(s) ownership of the said Shop(s)/Commercial Space(s). This clause shall survive the conveyance of the Shop(s)/Commercial Space(s) or any subsequent sale/resale or conveyance thereof.

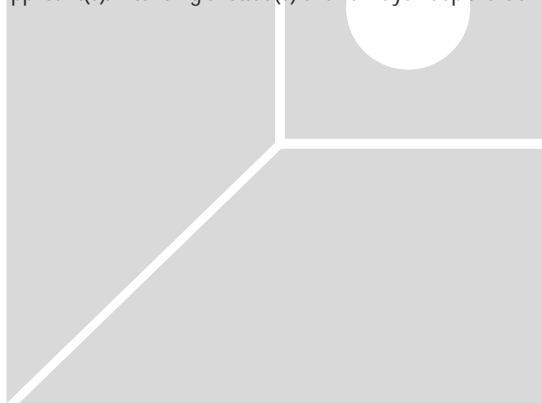
26. The Applicant(s)/ intending Allottee(s) agrees and understands that the right of entrance to the shop/commercial space shall be subject to the payment of the maintenance charges and performance of all the covenants of these presents or as may be imposed by the Company or the Maintenance Agency appointed by the Company from time to time and the company at its sole discretion can disconnect any or all the services & connections if maintenance and / or consumption / usage charges are not forthcoming.
27. The Applicant(s)/ intending allottee(s) agrees to bear the cost of the electrical equipments installed in the said shop/commercial space as well as cost of entire electric and water establishment payable to Government departments or connection providers, on uniform basis in compliance with the latest legislative amendments, orders and directions in this regard. The Applicant(s)/ intending allottee(s) further agrees to also bear the cost of extra services and fitments installed in the said shop/commercial space at his request.
28. The scavenging of the common areas will be carried out by the Maintenance Agency but those inside the Shop(s)/Commercial Space(s) will be carried out by the Applicant(s)/ intending allottee(s) only, who will ensure that all dirt, refuse and waste is properly transported out in covered cans/bags as biodegradable & non biodegradable waste and disposed of at the designated place only.
29. It is made clear that the Applicant(s)/ intending allottee(s) shall have no right to claim partition of the said land and/ or common areas/facilities; even the shop/commercial space is not partitionable. The possession of the common areas will always remain with the company or the maintenance agency appointed by the Company and is not intended to be given to the Applicant(s)/ intending allottee(s) except a limited right to user subject to payment of all applicable charges.
30. The Applicant(s)/ intending allottee(s) agrees that car-parking spaces if constructed or allotted in the basement/open space (as per the policy and sole discretion of the Company) is under exclusive ownership of the Company and Company has neither factored it while deciding the sale price of Shop/Commercial Space nor sold the same on standalone basis or as part of the super area to the Applicant(s)/intending allottee(s). It is made clear to the Applicant(s)/ intending allottee(s) that the price of the Shop / Commercial Space is exclusive of reserved car parking space allotted and leased to him/ her for his/ her exclusive use. The Applicant(s)/ intending allottee(s) agrees that all such reserved car parking spaces allotted and leased to the occupants shall not form part of common areas of the said Shop / Commercial Space / building for the purpose of the declaration, which may be filed by the Company under Haryana Apartment Ownership Act, 1983. If the company decides not to provide the car parking space, the refund of payment collected towards the said space with 10% interest will discharge the company of its obligation to provide car parking space and after the said refund Company is free to deal with same in any manner whatsoever.
31. The Applicant(s)/ intending allottee(s) agrees that payment of leasing and allotment charges for Car Parking space for exclusive use in the said complex shall not confer any ownership rights over the parking space allotted to him. The Car Parking space whether covered or open would be used exclusively for parking of light motorized vehicles and would not be used for storage or put to any other use under any circumstances, inclusive of housing pets, cattle, animals etc. If the Applicant(s)/Intending Allottee(s) transfers the Shop/Commercial Space, the car parking right will be transferred back to the Company for re-allotment to any subsequent purchaser of Shop/Commercial space who may apply for re-allotment subject to the payment of administrative charges as per Company's policy.
32. That the intending Allottee(s) may get the name of his/her nominee substituted in his/her place, with prior approval of the Company, provided the intending Allottee has paid at least 30% of the total consideration and cleared all dues till that date and on such conditions/guidelines/charges as may be applicable from time to time. The Applicant(s)/Intending Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment, deletion and/or substitution.
33. The Applicant(s)/intending allottee(s), cannot transfer the registration, booking or allotment in favour of his/her nominees or add/ amend/ delete the name of the co-applicant, unless approved by the Company, who may at its sole discretion permit the same on such terms & conditions as it may deem fit and on the payment of such administrative charges as may be fixed by the Company from time to time. The Applicant(s)/ intending allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the Applicant(s)/ intending allottee(s) that as understood by the Company at present there are no executive or administrative instructions of the competent authority to restrict any nomination/ transfer/ assignment of the allotted Shop/ Commercial Space. However, in the event of any imposition of such executive or administrative instructions at any time after the date of this application to restrict nomination/ transfer/ assignment of the allotted Shop / Commercial Space by any authority or payment of the stamp duty or any other charges through executive order, the Company and Applicant(s)/intending allottee(s) will have to comply with the same and the Applicant(s)/ intending allottee(s) shall not raise any objection, hindrance, interference thereto. Transferee/transferor will have to bear the stamp duty or transfer charges in

compliance of such executive order if any.

34. The Company shall endeavour to complete the construction of the Shop / Commercial Space to the Applicant(s)/ intending allottee(s) within thirty six (36) months from the date of the execution of Agreement to Sell or sanction of building plans and environment clearance whichever is later but subject to force majeure, circumstances and reasons beyond the control of the Company. The Company on obtaining certificate for occupation and use by the Competent Authorities shall hand over the Shop / Commercial Space to the Applicant(s)/ intending allottee(s) for his/ her occupation and use and subject to the Applicant(s)/ intending allottee(s) having complied with all the terms and conditions of the Agreement to Sell. In the event of his/ her failure to take over and/ or occupy and use the Shop / Commercial Space provisionally and/ or finally allotted within thirty (30) days from the date of intimation in writing by the Company, then the same shall lie at his/ her risk and cost and the Applicant(s)/ intending allottee(s) shall be liable to pay compensation @ Rs. 5/- sq. ft. of the gross saleable area per month as holding charges for the entire period of such delay. If the Company fails to complete the construction of the said building/ Shop / Commercial Space within thirty six (36) months from the date of execution of Agreement to Sell as aforesaid, then the Company shall pay to the Applicant(s)/ intending allottee(s) compensatory lease rental for equivalent Shop/Commercial Space in the area or compensation @ Rs. 7/- sq. ft. of the gross saleable area per month for the entire period of such delay. However, the compensation will become payable in case the delay is beyond one year. If delay caused by the Govt. Authorities in issuing occupancy certificates despite building having been completed and occupancy applied such situation will be deemed as "Force Majeure". The adjustment of compensation shall be done at the time of conveying the Shop / Commercial Space and not earlier. The said compensation shall be a distinct charge in addition to maintenance charges and not related to any other charges as provided in this application and Agreement to Sell etc. If there is any delay in payments/remittances by the Applicant(s) / intending allottee (s) or delay in order to comply with any specific request of the Applicant(s) / intending allottee (s) such as providing additional fitments in his/her Shop / Commercial Space, then the above said period of thirty six (36) months will automatically and correspondingly get extended by the period of time taken in additional fitments or facilities. Date of application to Government for grant of Occupancy Certificate will be reckoned as completion of construction.
35. The applicant(s)/intending allottee(s) undertakes to take the possession within 30 days of the company intimating in writing the receipt of occupancy certificate for use and occupation of the said complex from the competent authority notwithstanding any balance work remains to be completed in the said complex or construction is continuing for balance buildings, floors etc.. However, the applicant(s)/ intending allottee(s) may represent in writing within 7 days of offer of possession and seek extension of possession date in writing from the company, which may be granted by the company at its sole discretion, if the representation so given is genuine with respect to his shop/commercial space only, otherwise it shall be treated as deemed possession and applicant(s)/ intending allottee(s) shall be liable to pay maintenance and other charges from the date of receipt of occupancy certificate.
36. The company at its sole discretion may offer possession for fit-outs to the Applicant(s)/intending allottee(s) after making application to the statutory authorities for grant of occupancy certificate. However, possession for fit-outs does not constitute possession for any other purpose including display of sign boards or signage and this temporary possession will be given subject to condition that actual possession of said shop/commercial space remains with the company only for all purposes. The applicant(s)/intending allottee(s) is not authorised to occupy or start business operations unless he has taken possession of the shop/commercial space from the company after receipt of occupancy certificate. The possession for fit-outs shall be subject to clearance of all dues and payment of electricity and other facilities to be availed and security deposit charges as decided by the company.
37. The applicant(s)/ intending allottee(s) agrees that if there is any defect in the workmanship/Jobs which are directly executed by the Company, the same are warranted for a period of 5 years in compliance with the Bilateral Agreement between the Director, General Town and Country Planning, Haryana, Chandigarh (DGTCP) and the Company but the Company is under no obligation to give warranty for the items which are purchased as CBU (completely built units) and manufactured items such as cables, wires, bulbs, etc. as the same shall be directly governed by the terms and conditions of the manufacturer. Company does not stand guarantee for these gadgets/ machinery items. All such jobs including equipments and services executed, manufactured, supplied by specialist equipment and service providers or manufacturers such as Generators, lifts, fire fighting system, air conditioning, electrical, plumbing, electronic gadgets, surveillance, IT equipments etc. shall be covered under warranty terms of those manufacturers or suppliers and will have to be serviced and/or replaced by them as per their terms and conditions and standard operating procedures. The address and contact details of the manufacturers/service providers shall be supplied on the web site of service provider as well as through instruction manuals by the Company. Special warranty/extended warranty may be availed by the Shop Owners as per the terms and conditions of the manufacturers/ service providers at their own cost.
38. It is agreed by and between the parties that a Real Estate Regulation (Control) Bill is tabled in the Parliament of India/State legislative assembly for passing of the same as an Act. If due to that act there is any change in the structure of this agreement in terms including but not restricted to amendments to gross saleable area, carpet area, built up area etc., all the recommendations which need to be incorporated shall be so incorporated through a revised agreement and the intending allottee shall have no objection to the same as long as the transaction of the shop/Commercial space applied for and other terms and conditions remain the same. In case any additional obligation is imposed on Applicant(s)/intending allottee(s) or the Company, the parties undertake to fulfill the same.
39. The Intending Allottee (s) hereby covenants with the Company to pay from time to time and at all times, the amounts which the intending Allottee (s) is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the Company, its employees and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performances of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non payment, non observance or non performance of the said covenants and conditions by the intending Allottee (s).
40. The Applicant(s)/ intending allottee(s) shall use/ cause to be used the said Shop / Commercial Space for commercial purpose only and not for any other purpose. The Applicant(s)/ intending allottee(s) shall not use his/her shop or cause to be used his / her shop / commercial space for a purpose/activity which is not permitted by any law or which is illegal. In case of such user, the company will not be responsible directly or indirectly for any civil or criminal action and shall also not be responsible to any outsider / other adjoining applicant (s) / intending allottee (s) for such activity or for any damage, vicarious liability, actionable claim, objection, complaint, civil or criminal liability, or prosecution and will remain indemnified against all such liability and claims..
41. That the Applicant(s)/ intending allottee(s) undertakes that he/she will not demolish/ destroy or cause to demolish/ destroy any structure of the said Shop / Commercial Space or any addition(s) or alteration(s) of any nature in the same or in any part thereof. That the Applicant(s)/ intending allottee(s) shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the Said Shop/ Commercial Space in

any form. The Applicant(s)/ intending allottee(s) shall also not change the colour scheme of the outer walls of painting of exterior side of the door/shutter and windows and shall also not carry out any change in the exterior elevation and design including placement and fitment of air conditioners or any other equipments/fitments except in designated space(s) only and shall not erect any fencing/ hedging/ grills without the prior permission of the Company. Further the Applicant(s)/ intending allottee(s) shall not remove, damage, alter any wall of the Said Shop / Commercial Space including load bearing walls/ structure of the same which shall remain common between the Applicant(s)/ intending allottee(s) and Applicant(s) /intending allottee(s)/ owner(s) of the adjacent Shop/ Commercial Spaces, without prior written permission /consent of the company.

42. In case any Applicant(s)/ intending allottee(s) or his associates/companies, books/buys more than one unit/ property in any of the project of M/s Raheja Developers Limited (or any of its associates/ subsidiaries/ sister concerns) and commits default in payment schedule of such booking/ payment, in that event, the Company would be entitled to adjust/ appropriate the amount paid towards booking/ sale consideration of property covered under this agreement towards the amount outstanding, due and payable in respect of any other property including outstanding interest and in such event the Company shall be entitled to cancel the booking made by the purchaser under this agreement after appropriating the entire amount, outstanding against such default bookings. It is understood that the applicant does not have right to book/ apply for any new bookings in any property being developed by the Company or any of its associates/ subsidiaries/ sister concerns unless he is making regular and up to date payment(s) in the booking (s) already made by him or his associates.
43. That the Applicant(s)/ intending allottee(s) undertakes that he/she shall not put up any name or sign board, neon-light, publicity or advertisement material etc. at the external facade of the building or any where on the exterior on common areas or neon sign lights or banners behind the window glazing and shall be entitled to display his name plate only at the proper place, provided for the Said Shop/ Commercial Space and in the manner approved by the Company. Further the applicant(s)/intending allottee(s) undertakes that he will not put any board/neon sign etc. inside the shop/space other than the space designated for this purpose.
44. It is understood by the Applicant(s)/ intending allottee(s) that the internal maintenance of the Shop/ Commercial Space shall always remain the responsibility of the Applicant (s)/ intending allottee (s). The Applicant(s)/ intending allottee(s) may get insurance of the contents lying in its Shop/ Commercial Space at his own cost and expense. It is stated that if on account of any wrongful act, omission, negligence, mischief, accident, fire, water seepage etc. of the person occupying any shop/site/space in the complex any loss, damage or injury is caused to any other applicant (s)/ Intending Allottee(s) occupying, retaining, owning any space/shop/site or any person visiting the said shop/site/space then the company will not be responsible either directly or indirectly for any loss, damage, injury which is caused to the person occupying the shop/site/space or the person visiting the said shop/site/space at the relevant time and shall also not be responsible for any loss or damage which is caused to the articles, material, goods lying in the said shop/space/site irrespective of the fact whether there has or has not been any insurance cover in this regard. The Applicant(s)/ intending allottee(s) shall not keep any illegal, hazardous, explosive, inflammable chemicals/ material etc., which may cause damage to the Building or adjoining unit(s). The Applicant(s)/ intending allottee(s) shall always keep the Company harmless and indemnified for any losses and damages in respect thereof.



UNDERTAKING

Dated _____

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

Subject: Provisional Allotment of Shop/Commercial Space in project "RAHEJA'S TRINITY"

Dear Sir/Madam,

I/We thank you for receiving my application for provisionally registering my request for allotment of a Shop/Commercial Space admeasuring _____ Sq. Ft. (Approx) on _____ floor in "RAHEJA'S TRINITY". 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. _____ totalling 25% of Basic Sale Price (BSP). 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. In case cheque tendered by me/us gets bounced or doesn't get realized due to any reason whatsoever, my application will not be considered and the Company will have the right to allot the shop / commercial space to anybody without any claims from my/our side.

AND/OR

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

Thanking You,

NAME:

(SIGNATURE)

ADDRESS:

PAYMENT PLAN FOR RAHEJA'S TRINITY

Name of the 1st Applicant	<input type="text"/>	(2 nd Applicant)	<input type="text"/>
Shop / Commercial Applied for:	<input type="text"/>		
Basic Sale Price (BSP)		Rs.	<input type="text"/>
Preferential Location Charges (PLC)		Rs.	<input type="text"/>
Cost of Optional Features (if any)		Rs.	<input type="text"/>
External and Infrastructural Development & Infrastructure Augmentation Charges (EDC, IDC & IAC)		Rs.	<input type="text"/>
Car Parking (per bay) Open (leasing and allotment charges)		Rs.	<input type="text"/>
Car Parking (per bay) Covered* (leasing and allotment charges)		Rs.	<input type="text"/>
Total Sale Consideration		Rs.	<input type="text"/>
Interest Free Maintenance and Deficit Payment Security (IFMDPS)		Rs.	<input type="text"/>

DOWN PAYMENT PLAN

Stages	Payment#
On Application for booking	10% of BSP
Within 60 days of booking	85% of BSP +100% of PLC + 100% of parking+100% cost of optional features, if any+100% EDC & IDC
On receipt of occupation certificate*	5% of BSP + IFMDPS+ Registration Charges

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

Note:

- In case the purchaser makes any prepayment for any of the instalment 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. calculated on monthly basis for the period of prepayment of instalments 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.
- For all bookings made after _____ the date of booking for the purpose of instalments will be treated as _____ and the entire outstanding amount of the instalments as per _____ shall have to be paid within 60 days of the booking date.

INSTALLMENT PAYMENT PLAN

Months	Tentative Construction Schedule*	Installment to be paid#
At the time of Booking		10 % of BSP
Within 60 days of Booking		15% of BSP
On date of offer of Allotment (deemed allotment)		5% of BSP +50% EDC, IDC & IAC+25% of PLC+ 25% of Parking slot.
Within 2 months of Deemed allotment	On start of Excavation work/ Construction work	5% of BSP +50% EDC, IDC & IAC +25% of PLC +25% of Parking slot.
Within 5 months “ “ “	On start of Foundation laying	5% of BSP + 50% of PLC + 50% of Parking slot
Within 8 months “ “ “	On start of Basement roof slab	10% of BSP+100% cost of optional features
Within 11 months “ “ “	On start of Ground floor roof slab	10% of BSP
Within 14 months “ “ “	On start of 1st floor roof slab	10% of BSP
Within 17 months “ “ “	On start of 2nd floor roof slab	5% of BSP
Within 20 months “ “ “	On start of 3rd floor roof slab	5% of BSP
Within 24 months “ “ “	On start of 4th floor roof slab	5% of BSP
Within 28 months “ “ “	On start of Finishing	5% of BSP
Within 32 months “ “ “	On application of occupancy certificate	5% of BSP
Within 36 months “ “ “	On receipt of occupancy certificate	5% of BSP+ Club Membership+IFMDPS + Registration Charges

* Whichever is earlier. #Extra service taxes are payable as per the prevailing rates.

- Note: 1. The construction schedules shown are indicative and approximate & does not affect the due date of payment of instalment. In the event if construction is preponed the instalment become due accordingly. In case the construction gets delayed beyond 60 days due to any reason whatsoever, the Company may suspend collection of instalment till it falls due, at its sole discretion.
2. In case the purchaser makes any prepayment for any of the instalment 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. calculated on monthly basis for the period of prepayment of instalments will be paid to the Purchaser by the Developer on the amount of prepayment provided such amounts have been lying with the company for more than six months.
3. In case of Increase/Decrease of the number of floors time linked payment schedule shall follow proportionately divided into no. of floors.
4. If the booking is made in between /after the first launch date, the entire amount of instalment(s) payable till that date shall have to be paid within 60 days of the booking along with any other instalment which falls due during the period of such 60 days, otherwise penal interest will be charged as per the terms and conditions.

I.T.PAN _____

Address: _____

*Conditions Apply

SPECIFICATIONS



Common Facilities*

Common toilets in each floor, modern high class lifts, public address system & parking

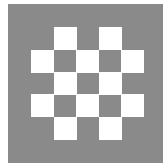


Type of Construction
RCC framed structure
(Earthquake resistant)



Electrical System*

International Standards electrical wiring and outlets, Separate metering for each shop. Power backup*.



Flooring*

Granite / Marble / vitrified tiles in common areas.



Ventilation*

Through centrifugal fans wherever required plumbing storage tanks for raw & treated water, soil, waste & vent pipes.



Exterior Finish*

Stone cladding, ACP and Glass Facade / Grit finish / texture paints.



Security System*

24x7 security



Parking*

Ample open and covered car parking with basement.



Toilets*

Vitrified/ceramic tile flooring/walls, high quality CP fitting and accessories.



Fire Safety*

Alarm system, hose reels, wet riser, yard hydrant, fire extinguishers, break glass units and alarms provided.



Lighting*

Facade lighting, advertising & glow signage.



Jalli Shutters*

Jalli Shutters shall be provided. No glass doors or Panels will be provided.

