

TERMS AND CONDITIONS

FOR PROVISIONAL ALLOTMENT OF SHOP/COMMERCIAL SPACE

AT RAHEJA'S MALL, SOHNA ROAD, 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 Mall', being developed at Sohna Road, Gurgaon, Haryana with full knowledge and subject to all laws, notifications and rules applicable to the area, which have been explained by the Company and understood by him/her. The Licence for this Commercial Complex has already been issued by DTCP, Haryana vide no. 455 of 2006 dtd. 27th January, 2006. This application carrying the terms and conditions 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 in the Project. In case, the Company is unable, for any reason whatsoever, to allot the Shop / Commercial Space then the refund by the Company of the Earnest Money with / without interest as the case may be, 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 Shop / Commercial Space thereafter. If this application of the Applicant(s)/ intending allottee(s) is accepted, the intimation of the Allotment will be issued subject to the Terms & Conditions and signing of Agreement to Sell. 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 / have 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 applicable laws.
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 Applicant(s)/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, 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 investigation or objection by the Applicant(s)/ intending allottee(s) in this regard from the Company.
4. 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, 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 installment 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 and in case of disagreement shall be entitled to refund of his money only. 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). The payment of booking amount against a particular Shop/ Commercial Space will constitute consent of acceptance of such PLC.
5. The External Development Charges ("EDC") and Infrastructure Development Charges ("IDC") are for the external and infrastructural services respectively 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 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.
6. All Drafts/ Cheques (except for EDC & IDC amount) are to be made in favour of "RAHEJA DEVELOPERS PRIVATE LIMITED", payable at Delhi/ New Delhi/ Gurgaon. All Drafts/ Cheques for EDC & IDC amount are to be made in favour of "RAHEJA DEVELOPERS PRIVATE LIMITED – A/c EDC", payable at Delhi/ New Delhi/ Gurgaon. In case the Applicant(s)/ intending allottee(s) makes the payment by an outstation cheque, then his/ her payment would be deemed to have been received on the date the cheque will get credited into the bank account of the Company by the Bank and the Bank Charges for the outstation clearing will be charged from the Applicant(s)/ intending allottee(s).
7. If the cheque 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 dishonourment of the cheque or cancellation of the allotment. The Applicant(s)/ intending allottee(s) will not be entitled to tender a new cheque in place of dishonored cheque.
8. Loans from financial institutions to finance the said Shops / Commercial Space may be availed by the Applicant(s)/ intending allottee(s). However, the Company shall not be responsible in any manner if a particular Institution/ Bank refuses to finance the allotted Shops / Commercial Space on any ground.
9. All statutory charges and other levies (including the Service Tax etc, 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.
10. 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 IBMS payable to the Company or the Maintenance Agency, as the case may be and the said charges and expenses as may be payable or demanded from the Applicant(s)/ intending allottee(s) in respect of the 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 9 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 upon realization of money from resale/ allotment to any other party.
11. The Applicant(s)/ intending allottee(s) upon completion of the said Complex agrees to enter into a maintenance agreement with the 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/Completion Certificate and use, granted by the competent authority on pro-rata basis 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 as Interest Bearing Maintenance Security (IBMS) at the rate of Rs. 100/- per sq. ft. of the super area of the shop(s)/commercial space(s) at the close of each financial year on 31st March calculated from the date of realization of the amount by the company to be adjusted in the manner as to be stated in the Agreement to Sell.

The Operation/Maintenance billing shall also include the cost of the chilled/hot water meter (Thermal Energy Meter) hire charges/installation charges and other incidental charges of the same in the said Premises and the rate of chilled/hot water supply will be based on 1.2 times the sum of the cost of the pro-rata energy consumption of the running of the chillers/heaters plus line losses, pro-rata Operation/Maintenance cost of running of chillers/Air conditioning Plant, repair, replacement etc.

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 in the final instance, the interest accrued on the interest bearing maintenance security against such defaults in the payments of maintenance bills and in case such accrued interest fall short of the amount of the default, the Applicant(s)/ intending allottee(s) further authorizes the company to adjust the principal amount of the interest bearing maintenance security against such defaults. If due to such adjustments in the principal amount, the interest bearing maintenance security falls below the agreed sum of Rs. 100 per sq. ft. of the super 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 interest bearing maintenance security 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 Interest Bearing Maintenance Security 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 Applicant(s)/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 Applicant(s)/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 interest bearing maintenance security as stipulated in this clause shall survive the conveyance of title in favour of the Applicant(s)/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.

12. The Applicant(s)/ intending allottee(s) agrees that out of the amount(s) paid/ payable by him/ her towards the sale price, the Company shall treat 15% of the Sale Price as Earnest Money to ensure fulfillment by the Applicant of the terms and conditions, as contained herein and in the Agreement to sell. Time is the essence of these terms and conditions, Flat Buyer agreement and with respect to the Applicant's obligations to pay the Sale Price as provided in the payment plan along with other payments such as, applicable stamp duty, registration fee, maintenance agreement etc and other charges on or before the due date or as and when demanded by the Company, as the case may be and also to perform 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 installments by the Applicant(s)/ intending allottee(s), then the Applicant(s)/ intending allottee(s) shall pay to the Company interest which shall be charged:-

(a) for the first sixty (60) days from the due date @ 15% per annum; and

(b) for all periods exceeding first sixty (60) days after the due date @ 21% per annum.

Interest to be calculated on compounded basis; However, if the payment is not received within 90 days from the due date or in the event of breach of any of these Terms and Conditions, Flat Buyer Agreement or Conveyance Deed by the Applicant(s)/ intending allottee(s), the booking will be cancelled at the discretion of the Company and earnest money paid to the Company by the Applicant(s)/ intending allottee(s) shall stand forfeited. The balance amount (after deducting the outstanding interest for delayed payments, if any) shall be refundable to the Applicant(s)/ intending allottee(s) without any interest, after the said Shops / Commercial Space is allotted to some other intending allottee (s). The Company may at its sole discretion waive the breach by the Applicant(s)/ intending allottee(s) in not making payments as per the payment plan, or leading to cancellation. The company may on its sole discretion, revoke cancellation of allotment, if the allottee agrees to pay 50% of the booking and then prevailing price difference and accrued interest upto date subject to such additional conditions undertakings as may be decided by the company provided the Shops / Commercial Space has not been reallocated. The Applicant(s)/ intending allottee(s) is also requested to sign and return to the Company the Agreement to sell or any other papers/ documents within thirty (30) days from the date of its receipt or called upon to do so but not later than ninety (90) days from the date 2nd installment falls due and failure to sign the agreement to sell will lead to automatic cancellation/ rejection of this application for allotment.

13. 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 super 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 club/ 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 super 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 method of definition of super area shall become binding on both the parties and is likely to be incorporated in declaration under Haryana Apartment Ownership Act, 1983.
14. The percentage of super 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 understood by the intending allottees before making application for allotment of the particular space's actual dimensions.
15. That the Company has made it specifically clear to the Applicant(s) / intending allottee (s) and after having satisfied himself/herself, the Applicant(s) / intending allottee (s) has understood that the computation of the price of the said Shops / Commercial Space does not include any element of recovery or payment towards land, construction, running and operation of the common amenities and facilities like convenience store or any other conveniences as well as recovery of payments towards maintenance charges of any kind by the Company from the Applicant(s)/ intending allottee(s) in any manner. As regards payment of maintenance charges, the applicant shall enter into a separate agreement. The Company has made clear to the Applicant(s)/ intending allottee(s) that it may be carrying out extensive developmental/ construction activities for many decades in future in the entire area falling outside the 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, if any which may be suffered by him/ her due to such developmental/ construction activities or incidental/ related activities. It is made clear by the Company and agreed by the Applicant(s)/ intending allottee(s) that all the rights including the ownership thereof of land(s), facilities and amenities (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, 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. 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.
16. The Shops / Commercial Space applied for along with the building in which the Shops / 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 Shops / Commercial Space owner in the common areas and facilities as specified by the Company in the declaration, which may be filed by the Company in compliance of Haryana Apartment 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 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 13 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 constitute any right which will commence only to fulfillment of subject & terms and conditions and after the conveyance deed has been executed by the company.
17. The Applicant(s)/ intending allottee(s) has examined and accepted the plans, designs, specifications of the Shops / Commercial Space which is tentative and the Company shall have the right to effect suitable and necessary alterations, additions in the layout plan and/ or specifications, as and when required, which may involve all or any of the changes, such as, change in the position of the Shops / Commercial Space, increase/decrease in size, change in floor-plan, layout, change in its number etc. The Shops / Commercial Space are allotted without any interior job or flooring or fitments etc and the allottee has seen and understood the specifications of his Shops / Commercial Space and common areas as are mentioned.

However, if there is any increase / decrease in the areas, the revised price will be applicable at the original rate at which the Shops / 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 super area or material change in the specifications of the Building/ Shops / 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 the changes thereof and the resultant changes, if any, in the price of the Shops / 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 @ 9% per annum. The Applicant(s)/ intending allottee(s) agrees that charges for any increase or reduction in the super area of the Shops / Commercial Space shall be payable or refundable (without any interest) at the rate per sq. ft. as mentioned in this application. If for any reason(s), the Company is not in a position to allot the Shops / Commercial Space applied for, the Company may consider for an alternate property and in case of failure to do so, will refund the amount deposited without any interest and the Company shall not be liable for payment of any compensation on this account whatsoever.

18. It is made clear by the Company and specifically understood by the Applicant(s)/ intending allottee(s) that the Company may in its sole discretion and for the purpose of complying with the provisions of Haryana Apartment Ownership Act, 1983 or any other applicable laws substitute the method of calculating the proportionate share in the ownership of the land beneath the footprint of the said building and/ or common areas and facilities as may be described by the Company in its sole discretion in any declaration, by calculating the same in the ratio of his/ her Shops / Commercial Space's value to the total value of the Building (s)/ Project/ Scheme, as the case may be, and that the Applicant(s)/ intending allottee(s) agrees not to raise any claim or objections in this regard.

The Applicant(s)/Intending Allottee(s) agree(s) that the shop/space/site is non-AC and the provision for installation of AC would be got done by the company on payment of charges borne by the applicant(s)/intending allottee(s). The applicant(s)/intending allottee(s) shall not therefore, fit, install the air-conditioner/ heaters/ chillers at his/her own volition except with the written consent of the company.

19. The Applicant(s)/ intending allottee(s) of the Shops / Commercial Space 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 from time to time as the case may be.

The Applicant(s)/ intending allottee(s) undertakes to join any society/ association of the Shops / Commercial Space owners and to pay any fees, security, service charges thereof and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose. The Applicant(s)/ intending allottee(s) upon completion of the said Building agrees to enter into a Maintenance Agreement with the Company or any association/ body/ condominium of Shops / Commercial Space owners or any other nominee/ agency/ association (s) or other body (hereinafter referred to as 'the Maintenance Agency') as may be appointed/ nominated by the Company from time to time for the maintenance and upkeep of the said plot/building and the Applicant(s)/ intending allottee(s) undertakes to pay the maintenance bills as raised by the Maintenance Agency from the date of the certificate for occupation and use granted by the competent authority on pro-rata basis irrespective of whether the Applicant(s)/ intending allottee(s) is in occupation of the Shops / Commercial Space or not. In order to secure due performance by the Applicant(s)/ intending allottee(s) in prompt payment of the maintenance bills and other charges raised by the Maintenance Agency, the Applicant(s)/ intending allottee(s) agrees to deposit, as per the schedule of payment and to always keep deposited with the Company or the Maintenance Agency, nominated by the Company, an Interest Bearing Maintenance Security (IBMS) at the rate of Rs. 100/- per sq. ft. of the super area of the Shops / Commercial Space carrying a simple yearly interest as per the applicable rates on fixed deposits accepted by The State Bank of India at the close of each financial year ending on 31st March. In case of failure of the Applicant(s)/ intending allottee(s) to pay the maintenance bill or other charges on or before the due date, the Applicant(s)/ intending allottee(s) in addition to permitting the Company/ Maintenance Agency to deny him/ her the maintenance services, also authorizes the Company/ Maintenance Agency to adjust in the first instance, the interest accrued on the IBMS against such defaults in the payments of maintenance bills and in case such accrued interest falls short of the amount of the default, the Applicant(s)/ intending allottee(s) further authorizes the Company/ Maintenance Agency to adjust the principal amount of the IBMS against such defaults. If due to such adjustments in the principal amount, the IBMS falls below the agreed sum of Rs. 100/- per sq. ft. of the super area of the said Shops / Commercial Space, then the Applicant(s)/ intending allottee(s) hereby undertakes to make good the resultant shortfall within fifteen (15) days of demand by the Company/

Maintenance Agency. Further, the Company reserves the right to increase IBMS from time to time in keeping with the increase in the cost of maintenance services and the Applicant(s)/ intending allottee(s) agrees to pay such increases within fifteen (15) days of demand by the Company. If the Applicant(s)/ intending allottee(s) fails to pay such increases in the IBMS or to make good the shortfall as aforesaid on or before its due date, then the Applicant(s)/ intending allottee(s) authorizes the Company to recover the amount with an interest @ 21% p.a. or at its sole discretion to treat the allotment as cancelled without any notice to the Applicant(s)/ intending allottee(s) and to recover the shortfall from the sale proceeds of the said Shops / Commercial Space and to refund to the Applicant(s)/ 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 IBMS as stipulated in this clause shall survive irrespective of the conveyance of title in favour of the Applicant(s)/ intending allottee(s) and the Company shall have first charge/ lien on the said Shops / Commercial Space in respect of any such non payment of shortfall/ increase, as the case may be. The maintenance charges shall become applicable from the day complex is inaugurated irrespective of the allottee have taken possession of the same or not.

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) in full and final settlement of IBMS or as an alternative, the Applicant(s)/ intending allottee(s) hereby authorizes the Company to transfer to the Maintenance Agency the IBMS of this Application, after adjusting therefrom any outstanding maintenance bills and/ or other outgoing of the Applicant(s)/ intending allottee(s) at any time including upon execution of the Conveyance Deed and thereupon the Company shall stand completely absolved/ discharged and all clauses dealing/ concerning the IBMS of this Application, 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 IBMS shall not be linked in any manner whatsoever to the implementation of the Haryana Apartment Ownership Act, 1983 by the Company for the said Complex. Further the Applicant(s)/ intending allottee(s) agrees that the Maintenance Agency, upon transfer of the IBMS or in case of fresh IBMS is sought from the Applicant(s)/ intending allottee(s) as stipulated hereinabove, shall have the sole right to modify/ revise all or any of the terms of the IBMS, Tripartite Maintenance Agreement, including but not limited to the amount/ rate of IBMS, etc.

20. The rate mentioned in this application is inclusive of the cost of providing electric wiring upto DB built in each Shops / Commercial Space and fire fighting equipment in the common areas as prescribed in the existing fire fighting code/ regulations and power backup not exceeding 10 KVA per Shop / Commercial Space of 100 sq. mtrs. in addition to that for the common areas and services but does not include the cost of electric fittings, fixtures, geysers, electric and water meter etc. which shall be 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 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.
21. The Applicant(s)/ intending allottee(s) agrees that car-parking spaces in the lower basement (as per the policy and sole discretion of the Company) on extra payment shall be an integral part of this purchase of the Shops / Commercial Space and the Applicant(s)/ intending allottee(s) shall not be entitled to sell/ deal with the car parking space independent of the Shops / Commercial Space. All clauses of this application, Agreement to Sell and Conveyance Deed pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the said parking space, wherever applicable. However, the Applicant(s)/ intending allottee(s) shall be entitled to apply for additional car parking space(s) at a price applicable at the time of allotment of additional car park. It is made clear to the Applicant(s)/ intending allottee(s) that the price of the Shops / Commercial Space is exclusive of reserved car parking space allotted to him/ her for his/ her exclusive use. The Applicant(s)/ intending allottee(s) agrees that all such reserved car parking spaces allotted to the occupants shall not form part of common areas of the said Shops / 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 space with 9% interest will discharge the company of its obligation to provide this car parking space.
22. 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 Shops / 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 Shops / Commercial Space by any authority or payment of the stamp duty or any other charges through executive order, the Company will have to comply with the same and the Applicant(s)/ intending allottee(s) shall not raise any objection, hindrance, interference thereto.
23. The Company shall endeavor to give possession of the Shops / Commercial Space to the Applicant(s)/ intending allottee(s) within thirty (30) months from the date of the execution of Agreement to Sell, 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 Shops / 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 Shops / 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/- per sq. ft. of the super area per month as holding charges for the entire period of such delay. If the Company fails to complete the construction of the said building/ Shops / Commercial Space within thirty (30) months from the date of execution of Agreement to Sell as aforesaid, then the Company shall pay to the Applicant(s)/ intending allottee(s) compensation @ Rs. 5/- per sq. ft. of the super area per month for the entire period of such delay. The adjustment of compensation shall be done at the time of conveyancing of the Shops / 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 Shops / Commercial Space, then the above said period of thirty (30) months will automatically and correspondingly get extended by the period of such delay.
24. 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 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).
25. The Applicant(s)/ intending allottee(s) shall use/ cause to be used the said Shops / Commercial Space for commercial purpose only and not for any other purpose. The Applicant(s)/ intending allottee(s) shall not carry out any activity, and 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.
26. 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 Shops / 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 Shops / 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 and windows and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing/ hedging/ grills without the prior permission of the Company. Further the Applicant(s)/ intending allottee(s) shall not remove, damage, alter or cause to remove, damage, alter any wall of the Said Shops / 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 Shops / Commercial Spaces, without written permission / consent of the company.
27. It is stated that in case of any default in payment to be made by an associates / subsidiaries / sister concerns / close relation of an applicant/intending allottee who also books/buys any unit/property /shop/space in any of the project of M/s. Raheja Developers Private Limited or any of its associates/subsidiaries/sister concerns, in such eventuality the right of such close relation/associates/subsidiaries/sister concerns shall cease to exist and the booking of such close relation/associates/subsidiaries/sister concern shall also come to an end, unless and until the applicant/intending allottee through whom his close relation/associates/subsidiaries/sister concerns has agreed to book/buy any unit/space/shop and makes the payment due and outstanding with or without interest as the case may be to the Developers and in case any Applicant(s)/ intending allottee(s) alongwith his/her associates/subsidiaries/sister concerns/close relatives books/buys more than one unit/ property in any of the project of M/s Raheja Developers Private Limited or any of its associates/ subsidiaries/ sister concerns and commits default in payment schedule of such booking/ payment, in that event, the developer 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 developer shall be entitled to cancel the booking made by the purchaser under this agreement after appropriating the entire amount against outstanding. It is understood by the applicant that he does not have right to book/ apply for any new bookings in any property being developed by the developer 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 with the developer or any of its associates/ subsidiaries/ sister concerns.
28. 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, hanging of clothes 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 Shops / Commercial Space and in the manner approved by the Company. Further the applicant(s)/intending allottee(s) undertakes that he /she/it will not put any board/neon sign etc. inside the glass of the shop/space/site. It is understood by the Applicant(s)/intending allottee(s) that the internal maintenance of the Shops / 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 Shops / Commercial Spaces at his own cost and expenses. It is stated that if on account of any wrongful act, omission and negligence of the person occupying any shop/site/space in the complex or on account of any visitor, intruder, outsider visiting, intruding such shop/site/space in the complex with or without consent of the owner/occupier / licensee of such shop/space/site or on account of any third party act including vis-major, omission, mischief, accident, fire, water seepage etc. any loss, damage or injury is caused to any applicant (s)/ Intending Allottee(s) occupying, retaining, owning any space/ shop/site in person or through his/her/its representatives etc., then the company will not be responsible either directly or indirectly for any loss, damage, injury which could be caused to the person occupying the shop/site/space or the person visiting the said shop/site/space at the relevant time with or without consent and shall also not be responsible for any loss, damage or injury which could be caused to any person on account of aforesaid reasons and shall also not be responsible for any loss, damage or injury which could be caused to the articles, material, goods lying in the said shop/space/site irrespective of the fact whether there have or have 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. The Applicant(s)/ intending allottee(s) shall always keep the Company harmless and indemnified for any loss and damages in respect thereof.
29. That the Applicant(s)/ intending allottee(s) shall not use the Said Shops / Commercial Space in the manner, so as to cause blockade or hindrance to common passages, veranda or terraces. No common parts of the Building will be used by the Applicant(s)/ intending allottee(s) for keeping/ Chaining Pets/ Animals, Dogs, Birds or no storage of cycles, motorcycles, waste/ refuse, nor the common passages shall be blocked in any manner.
30. The Applicant(s)/ intending allottee(s) shall not be allowed to do any activity, which may be objected to by the other occupants, such as playing of high volume music, loudspeaker or any activity which spoils the decorum or decency or beauty of the Complex including defacing of common walls, lifts or throwing or dumping of refuse/ garbage, which could be subject to fine or penalties as per the latest Supreme Court directives and the laws of the land, as applicable from time to time.
31. It is clearly understood and agreed by the Applicant(s)/ intending allottee(s) that the Company owns several kiosks/ sites/ shops/spaces in the said building and the Company shall be free to deal with the said kiosks/sites/spaces/shops at its own discretion and the Applicant(s)/ intending allottee(s) shall not object to the manner of the working, presence of staff, occupiers, visitors, owners and also shall not interfere or cause to interfere in the running and operation of the said kiosks/sites/spaces/shops in the said building.

32. It is clearly understood and agreed by the Applicant(s)/ intending allottee(s) that the Company has the absolute and unrestricted right over all the signage areas for Display Board, Hoardings, illuminated signboards, Neon Sign, etc. in the atrium, lifts, lift lobbies, corridors, basements, parking spaces, from and rear façade of the Building and has absolute authority to deal with the same in any manner whatsoever.
33. The Applicant(s)/ intending allottee(s) shall get his complete address registered with the Company at the time of booking and it shall be his/her responsibility to inform the Company by Registered A.D. letter about all subsequent changes in the address, failing which, all demand notices and letters posted at the first registered address will be deemed to have been received by him at the time, when those should ordinarily reach such address and he/ she shall be responsible for any default in payment and other consequences that might accrue therefrom. In all communications, the reference of the allotted Shops / Commercial Space must be mentioned clearly.
34. The Applicant(s)/ intending allottee(s) hereby agrees to comply with all the Laws of the land on all times, as may be applicable to the said shop(s)/ commercial space(s) including but not limited to the provisions of Environment (Protection) Act, 1986, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and their Rules, Notifications etc. in respect of his said shop(s)/ commercial space(s) and the Applicant(s)/ intending allottee(s) shall always remain solely responsible for the consequences of non-compliance of the aforesaid Acts/Rules and laws of the land.
35. The Applicant(s)/ intending allottee(s) agrees that the sale of the premises is subjected to force-majeure clause which inter-alia include delay on account of non availability of steel and/ or cement or other building materials or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, Government Authorities, civil commotion or due to intervention of Pollution Control Board/ Environment Ministry/ the Courts etc. or by reason of war or enemy action or terrorist action or earthquake or any Act of God and if non delivery is beyond the control of the Company and in any of the aforesaid events, the Company shall be entitled to a reasonable extension of time for delivery of possession of the said premises, depending upon the then contingency / prevailing circumstances.

The Company as a result of such a contingency arising thereto reserves, the right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of the Company so warrant the Company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the Applicant(s)/ intending allottee(s) for the period of suspension of scheme.

In consequence of the Company abandoning the scheme, the Company's liability shall be limited to the refund of the amount paid by the Applicant(s)/ intending allottee(s) without any interest or compensation whatsoever.

36. The provisional and/ or final allotment of the shop(s)/ commercial space(s) is entirely at the sole discretion of the Company and the Company has a right to reject any application, provisional and/ or final allotment without assigning any reasons thereof.
37. In case there is demand by a large anchor store / retail chain or any other prospective tenant to take on lease a large floor area, then for the collective benefit of all, the Applicant(s)/ intending allottee(s) shall have to become part of the said lease arrangement on the terms and conditions as accepted by majority holder(s) of floor areas on that floor to facilitate tenancy, leasing for the collective benefit of all on such terms and conditions as are accepted by majority stake holders / owners. However sharing of lease rental/ licence fee / profit sharing will be done in relation to the super area owned plus PLC on pro rata basis. In case the Applicant(s)/ intending allottee(s) is in minority, he shall automatically forfeit his right to refusal of such arrangement subject to regular payment of pro-rata rental / licence fee / profit sharing or whatever payment failing which he will be entitled for refund of his total payment made together with 9% interest p.a. which will constitute full discharge of obligation (s), rights under this application/ intending allotment.
38. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the said Raheja's Mall shall equally be applicable to and the enforceable against any and all occupiers, tenants, licences and/ or subsequent purchasers/ assignees/ nominees of the said shop(s)/ commercial space(s) as the said obligation go along with the said Raheja's Mall for all intents and purposes.
39. In case there are joint Applicant(s)/ intending allottee(s), all communication shall be sent by the Company to the applicant whose name appears first, at the address given by him for mailing and which shall for all purpose be considered as served on all the Applicant(s)/ intending allottee(s) and no separate communication shall be necessary to the other named Applicant(s)/ intending allottee(s).
40. The Applicant(s)/ intending allottee(s) hereby authorizes and permits the Company to raise finance/ loan from many Financial Institution/ Bank by way of mortgage/ charge/ securitization of receivables of his/ her Shops / Commercial Space subject to the Shops / Commercial Space being free of any encumbrance at the time of execution of Conveyance Deed. The Company/ Financial Institution/ Bank shall always have the first lien/ charge on the said Shops / Commercial Space for all dues and other sums payable by the Applicant(s)/ intending allottee(s) or in respect of the loan granted for the purpose of the construction of the said Shops / Commercial Space/ Building/ Complex. In case of the Applicant(s)/ intending allottee(s) who have opted for long term payment plan arrangement with any Financial Institutions/ Banks, the conveyance of the Shops / Commercial Space in favour of the Applicant(s)/ intending allottee(s) shall be executed only upon the Company receiving No Objection Certificate from such Financial Institutions/ Banks.
41. The Company reserves the right to transfer ownership of the said Project "Raheja's Mall" in whole or in parts to any other entity, such as Partnership Firm, Body Corporate(s) whether incorporated or not, Association or Agency, sole proprietorship etc. by way of sale/ disposal or any other arrangement, as may be decided by the Company in its sole discretion without any intimation, written or otherwise to the Applicant(s)/ intending allottee(s) and the Applicant(s)/ intending allottee(s) agrees that he/ she shall not raise any objection in this regard.
42. In case the Company is forced to abandon the said Project for any reason, the Company shall be liable to refund the amount paid by the Applicant(s)/ intending allottee(s) without any interest or compensation within six months from the happening of such eventuality. In consequences of the Company abandoning the scheme, the Company's liability shall be limited to the refund of the amount paid by the Applicant without any interest or compensation, whatsoever.
43. The Company shall have the first lien and charge on the Said Shops / Commercial Space for all its dues and other sums payable by the Applicant(s)/ intending allottee(s) to the Company.
44. Singular shall mean and include plural and masculine gender shall mean and include female gender wherever applicable.
45. The company reserves its right that for protection of peace, security, better maintenance, upkeep, the company may impose from time to time such conditions upon the Applicant(s)/ intending allottee(s) as could be conducive for such better maintenance, upkeep, security and protection of the Raheja's Mall either in part or as a whole.
46. The Applicant(s)/ intending allottee(s) shall not create any mischief and shall not do any act or omission as could disturb the peace, serenity, tranquility of his/ her shop/ commercial space or of the entire region/ Raheja's Mall.
47. The Applicant(s) / intending allottee (s) shall not do or cause to do any act which may invalidate the insurance of his/ her shop/ commercial space or of the entire region/ Raheja's Mall.
48. All or any disputes arising out or touching upon or in relation to the terms of this application, Agreement to Sell and/ or Conveyance Deed including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the provisions of Arbitration and Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held either at the Registered Office of the Company in New Delhi or at a place so decided by the Managing Director of the company through the office of an arbitrator who shall be appointed by the Managing Director of the Company. The Applicant(s)/ intending allottee(s) hereby confirms that he/ she shall have no objection to this appointment. In case of any proceedings, reference etc touching upon the arbitration subject including any award, the territorial jurisdiction of the courts shall be Gurgaon as well as of Punjab & Haryana High Court at Chandigarh.

Dated:

[Applicant(s)/ intending allottee(s)]

Declaration:

I/ We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/ We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/ us with the terms and conditions as comprehensively set out in Agreement to Sell, which shall supercede the terms and conditions set out in this application. The terms and conditions of the present Application Form shall continue to be in operation and shall be binding upon the Applicant(s)/ intending allottee(s) till the final execution of the Agreement to Sell. Any act of neglect, failure or refusal on the part of Applicant(s)/ intending allottee(s) in not executing the Agreement to Sell as and when called for or within 90 days of the date when second installment falls due, whichever is later, will lead to cancellation of the application of Applicant(s)/ intending allottee(s). 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 as per payment plan/ schedule and/ or Agreement to Sell and I/ We shall be fully liable for any consequences in respect of defaults committed by me/ us in not abiding by the terms and conditions contained in this application and/ or Agreement to Sell. I/ We have sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions, calculation of super area method and representations made by the Company, I have now signed this Application Form and paid the amount thereof fully conscious of my liabilities and obligations including forfeiture of earnest money, levy of interest, penal charges as may be imposed upon me. I/ We further undertake and assure the Company that in the event of cancellation of my/ our allotment either by way of forfeiture or refund of my/ our amount 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 Shops / Commercial Space applied for and provisionally and/ or finally allotted to me/ us in any manner whatsoever.

Date:

Place:

(Applicant(s)/ intending allottee(s))

APPLICATION FORM

APPLICATION FOR PROVISIONAL ALLOTMENT OF SHOP/COMMERCIAL SPACES IN THE COMMERCIAL PROJECT
 NAMED "RAHEJA'S MALL" AT SOHNA ROAD, GURGAON, HARYANA

M/s Raheja Developers Private Limited
 E-6, M.B. Road,
 Saket,
 New Delhi – 110017.

Dear Sir(s),
 I/We request that I/We may be provisionally allotted a Shop / Commercial Space in your proposed Commercial Project "Raheja's Mall" located at, Sohna Road, Gurgaon (Haryana).

I/We remit herewith a sum of Rs _____ (Rupees _____ only) by Bank Draft/Cheque No. _____ dated _____ drawn on _____ bank (being 10% of total sales consideration) and Rs _____ (Rupees _____ only) by Bank Draft/cheque No. _____ dated _____ drawn on _____ Bank (being 15% of total sales consideration) as earnest money.

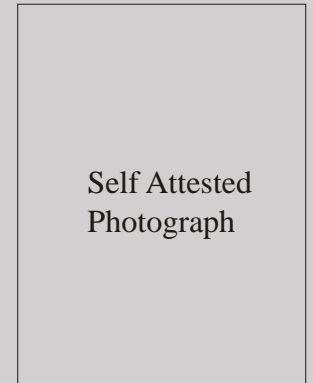
In the event M/s Raheja Developers Pvt Ltd (hereinafter referred to as "The Company") agreeing to provisionally allot shops(s)/commercial space(s), I/we agree to pay further installments of sale price and all other dues as stipulated in this application and the Agreement to Sell and the Payment Plan as explained to me/us by the Company and understood by me/us.

I/We have clearly understood that the 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 acknowledgement 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 I/we fail to execute and return the Agreement to Sell within thirty (30) days from the date of its dispatch by the Company then the Company may at its sole discretion treat my/our application as cancelled and the earnest money paid by me/us shall stand forfeited. I/We are making this application with the full knowledge that the building plans for "Raheja's Mall" in which the shop(s)/commercial space(s) applied for is located are not yet sanctioned by the competent authority. I/We have instructed the Company that if for any reason including non sanction of the building plans, 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 9% per annum calculated for the period for which such monies have been lying with the Company.

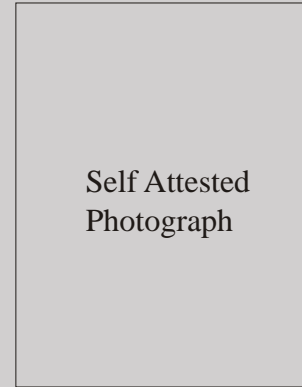
I/We agree to abide by the terms and conditions of this application including those relating to payment of sale price and other charges, forfeiture of earnest money as laid down herein and the execution of the Agreement to Sell with the period stipulated therein.

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

- Applicant (Sole/ First) Mr./ Mrs./ Ms/ M/s.....
 E-Mail ID.....
 Son/ Wife /Daughter of Mr./Mrs./.....
 Profession.....
 Designation.....
 Company Name/ Firm Name.....
 Residential Status: Resident/ Non - Resident Indian / Foreign National of Indian Origin
 Nationality.....
 Residential Address.....
 PinCode.....
 Shop/Commercial.....
 Pin Code.....
 Address for Communication Residential/ Shop/Commercial/ Others, Please specify.....
 Telephone No. Res.....Off.....Mobile..... Fax no.....
 Marital Status.....No. of Children.....
 PAN No..... Ward/ Circle/ Place of assessment.....
 (Attach Form 60 or 61, as the case may be, if PAN is not available)
 Passport No.....



2. Applicant (Second) Mr./ Mrs./ Ms/ M/s.....
 E-Mail ID.....
 Son/ Wife /Daughter of Mr./Mrs./.....
 Profession.....
 Designation.....
 Company Name/ Firm Name.....
 Residential Status: Resident/ Non - Resident Indian / Foreign National of Indian Origin
 Nationality.....
 Residential Address.....
 PinCode.....



Shop/Commercial.....
 Pin Code.....
 Address for Communication Residential/ Shop/Commercial/ Others, Please specify.....

 Telephone No. Res.....Off.....Mobile..... Fax no.....
 Marital Status.....No. of Children.....
 PAN No..... Ward/ Circle/ Place of assessment.....
 (Attach Form 60 or 61, as the case may be, if PAN is not available)
 Passport No.....

3. Payment Plan: Down Payment Installments

4. Preference of Shop/Commercial Space to be purchased:
 a) Block/ Tower Name.....
 b) Floor.....
 c) Shop/Commercial Space No.....

5. Car Parking preferences:

6. Extra Fitments/Specifications

7. Basic Sale Price (BSP): @ Rs. per sq. ft. Total Rs..... (Structure)
 (Interiors)
 (Services)
 Preferential Location Charges @ Rs. per sq. ft. Total Rs.....
 Car Parking: Covered: @ Rs. Total No..... Total Rs.....
 Terrace/ Court Charges (if any): @ Rs. per sq. ft. Total Rs.....
 Total Cost of the Shop/ Commercial space: @ Rs.....
 Interest Bearing Maintenance Security (IBMS): * @ Rs. per sq. ft. Total Rs.....

**Note: Interest Bearing Maintenance Security (IBMS) @ Rs. 100/- per sq. ft. of the super area shall be paid extra and the same shall carry Simple Bank Interest at the prevailing bank rate for fixed deposits in the State Bank of India for the period the Company retains it.*

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 at the back side of 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. I/We declare that in case of non-allotment of the Shop/Commercial Space, my/our claim shall be limited only to the extent of amount deposited by me in relation to this Application Form with simple interest at the rate of 9% per annum calculated for the period for which such amount has been lying with the company.

Signature(s): 1. _____
(Sole/ First Applicant)

2. _____
(Second Applicant)

Place: _____

Date: _____

Notes:

1. All Drafts/ Cheques (except for EDC amount) are to be made in favour of “**RAHEJA DEVELOPERS PRIVATE LIMITED**”, payable at Delhi/ New Delhi/ Gurgaon.
2. All Drafts/ Cheques for EDC amount are to be made in favour of “**RAHEJA DEVELOPERS PRIVATE LIMITED**” - A/c EDC”, payable at Delhi/ New Delhi/ Gurgaon.
3. The Drafts/ Cheques are accepted subject to realization.
4. Bank charges for outstation cheques to applicant's account.

For Office Use Only:

1. Name, Designation and Signature of the receiving officer.....
2. Application Accepted / Rejected (Along with reason of rejection).....
3. Date of Acceptance/ Rejection.....
4. Shop/Commercial Space No. Allotted.....
5. Name, Designation and Signature of the officer approving the Shop/Commercial space no.....
6. Amount Received:
7. Receipt No.:
8. Booking: Direct/ Sales Organiser.....

Authorised Signatory

Payment Plans for Raheja's Mall

Shop/ Commercial Space no.....

Name of Allottee (s).....

Basic Sale Price (BSP) Under 2-1/2 Year construction linked plan

a.) Structure.....b.) Interiors.....c.) Services.....

Down Payment Rate

a.) Structure.....b.) Interiors.....c.) Services.....

Preferred Location Charges (PLC) (if any)

Rs. _____ per sq. ft.

Infrastructure Development Charges

Rs. 60/- per sq. ft.

Covered Parking (per bay)*

Rs. 2,50,000/- per bay

Interest Bearing Maintenance Security (IBMS)

Rs. 100/- per sq. ft.

DOWN PAYMENT PLAN

On Application for booking	10% of BSP + 10% of PLC + 10% of IDC
Within 30 days of booking	85% of BSP + 90% of PLC + 100% of Parking Slot + 90% of IDC
On receipt of Occupancy Certificate	5% of BSP + IBMS + Registration Charges

2-1/2 YEAR INTEREST FREE INSTALLMENT-PAYMENT PLAN

Months	Linked Stages	Payment
0	On application for booking	10% of BSP + 10% of PLC + 10% of IDC
2	Within 2 months of booking	15% of BSP + 15% of PLC + 15% of IDC
4	On start of excavation/ construction work*	10% of BSP + 25% of PLC + 25% of Parking Slot + 25% of IDC
6	On foundation laying *	5% of BSP + 25% of PLC + 50% of Parking Slot + 25% of IDC
9	On completion of Foundation*	5% of BSP + 25% of PLC + 25% of Parking Slot + 25% of IDC
12	On completion of first floor slab*	10% of BSP
15	On completion of second floor slab*	10% of BSP
18	On completion of third floor slab*	10% of BSP
21	On completion of final floor slab*	10% of BSP
24	On completion of finishing *	5% of BSP
27	On application of occupancy certificate	5% of BSP
30	On receipt of occupation certificate	5% of BSP + IBMS + Registration Charges

*Whichever is later

I undertake to make the timely payment as per the above schedule and strictly abide by the terms and conditions of allotment.

I. T. PAN: _____

Address: _____

Signature _____

Note: In case the Purchaser make any prepayment for any of the installment as stated above, the developer has a right to retain/ refund the excess money received from the purchaser. If the developer decides to keep such amount, an interest of 9% p.a. calculated on monthly basis for the period of prepayment will be paid to the Purchaser by the Developer on the amount of prepayment provided that prepayment has been made before 3 months of due date.

If the booking is made after the completion of part of the construction work i.e. construction reached to certain level, in that case within 30 days of the application for booking, the applicant has to made payment of amounts due up to that stage otherwise penal interest will be charged as per the terms and conditions.

* One Car parking per 700 sq. ft. Super Area or more is mandatory.