

**APPLICATION FOR PROVISIONAL BOOKING/ALLOTMENT OF FLOOR(S) IN THE  
PROJECT “DEL 37” AT DELHI.**

**TO  
ANANT RAJ INDUSTRIES LIMITED  
H-65,  
CONNUGHT CIRCUS,  
NEW DELHI**

Self Attested  
photograph of  
Sole / First  
Applicant

Self Attested  
photograph of  
Second Applicant  
(If applicable)

Dear Sir,

I/We submit this application for Provisional booking/allotment of Floor (as per details given below) in your Project namely DEL 37 (hereinafter referred to as the “Said FLOOR”) to be developed/being developed on plot of land admeasuring approx. 337.24 sq. mtrs. located at Kapashera, (hereinafter referred to as the said “Plot of Land”) having examined the documents pertaining to the ownership, sanctions and tentative Sales Plan of the said Project, under the Construction Linked Plan.

I/we remit herewith a sum of Rs. \_\_\_\_\_ / (Rupees \_\_\_\_\_) by Bank/ Draft/ Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ as Application/Booking amount which may be treated as part of earnest money in respect of Provisional Allotment of the said Floor.

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

I/we have clearly understood that this application does not constitute an Agreement to Sell and I/We do not become entitled to the allotment and /or possession of a residential Plot/ Built-up Unit/Unit notwithstanding the fact that the Developer may have issued a receipt in acknowledgement of the money tendered with this application.

My/our particulars are given below:

**SOLE/FIRST APPLICANT** (Compulsory to fill all the details along with passport size photograph)

M/s/Mr./Ms. \_\_\_\_\_

S/W/D of \_\_\_\_\_

Guardian’s Name (if minor) \_\_\_\_\_

Date of Birth \_\_\_\_\_ Nationality \_\_\_\_\_

PAN \_\_\_\_\_ Ward/Circle/ Range(whereassessed) \_\_\_\_\_

Occupation:	Service	( )	Profession	( )
	Business	( )	Student	( )
	Housewife	( )	Any Other	_____ (Please Specify)

Residential Status:

Resident	( )	Non-Resident Indian	( )
Foreign National of Indian Origin	( )	Others	_____ (Please Specify)



Correspondence Address \_\_\_\_\_

Pin \_\_\_\_\_

Permanent Address \_\_\_\_\_

Pin \_\_\_\_\_

Phone No. \_\_\_\_\_ STD/ISD Code \_\_\_\_\_

Office Address \_\_\_\_\_

Pin \_\_\_\_\_

Contact No. \_\_\_\_\_ Residence \_\_\_\_\_ Mobile \_\_\_\_\_

Fax \_\_\_\_\_ Email \_\_\_\_\_

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

M/s/Mr./Ms. \_\_\_\_\_

S/W/D of \_\_\_\_\_

Guardian's Name (if minor) \_\_\_\_\_

Date of Birth \_\_\_\_\_ Nationality \_\_\_\_\_

PAN \_\_\_\_\_ Ward/Circle/ Range(whereassessed) \_\_\_\_\_

Occupation:      Service            ( )      Profession            ( )  
                          Business            ( )      Student                ( )  
                          Housewife           ( )      Any Other \_\_\_\_\_ (Please Specify)

Residential Status:

Resident            ( )      Non-Resident Indian    ( )  
Foreign National of Indian Origin ( )      Others \_\_\_\_\_ (Please Specify)

Correspondence Address \_\_\_\_\_

Pin \_\_\_\_\_

Permanent Address \_\_\_\_\_

Pin \_\_\_\_\_

Phone No. \_\_\_\_\_ STD/ISD Code \_\_\_\_\_

Office Address \_\_\_\_\_

Pin \_\_\_\_\_

Contact No. \_\_\_\_\_ Residence \_\_\_\_\_ Mobile \_\_\_\_\_

Fax \_\_\_\_\_ Email \_\_\_\_\_

**PAYMENT DETAILS:**

**TIME BOUND PLAN**

**CONSTRUCTION LINKED PLAN**

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



## FLOOR DETAILS;

Name and Location of Project: \_\_\_\_\_

Size of Floor: \_\_\_\_\_ Square Feet in Super Area

Basic Price: Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) per Square Feet of Super Area

Mode of Booking: Direct ( ) \_\_\_\_\_ Broker ( ) \_\_\_\_\_

Company Executive: \_\_\_\_\_

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

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

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

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

[Signature of First/Sole Applicant]

[Signature of the Second Applicant, if any]

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

- i. Name: Virendra Kr Rai
- ii. Address: 53, First Floor, Vyapar Kendra, C-Block, Sushant Lok-I, Gurgaon 122002
- iii. Phone No.: +91 124 4217708 / +91 9999913391 / +91 9711199708 / +91 9999907751  
Email: info@rairealtors.in Web : www.rairealtors.in GTalk: rairealtors@gmail.com



Signature with rubber seal

Name of Signatory \_\_\_\_\_

Designation \_\_\_\_\_



**FOR OFFICE USE ONLY**

A)	Application accepted for _____ “Floor” in Tower _____ Floor _____ having Super Area of 2500 (Sq. Ft.).	
B)	i) Basic Sale Price of Floor	@ Rs..... Per sq. ft. (Rs. _____ )
	ii) Additional Charges for Floor	
	Preferential Location Charge;	Rs. _____
	*Ground Floor Units	@ Rs. _____ per sq. ft.
	*First Floor Units	@ Rs. _____ per sq. ft.
	*Second Floor Units	@ Rs. _____ per sq. ft.
	*Third Floor Units	@ Rs. _____ per sq. ft.
	Terrace Charges	Rs. _____
	Car Parking Space (Stilted)	Rs. _____
	Open Car Parking Space	Rs. _____
	Club Membership Registration Charges	Rs. _____
	Power Back – up Charges	@ Rs. _____ per Kva.
C)	Other Charges	
	IFMS	@ Rs _____ per sq. ft. (Rs. _____ )
	TOTAL	Rs. _____

**DECLARATION:**

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

**Yours faithfully,**

**Signature of Sole/First Applicant**

**Name:**

**Signature of Sole/First Applicant**

**Name:**



## **PRINCIPAL TERMS AND CONDITIONS FORMING A PART OF THIS APPLICATION FOR PROVISIONAL ALLOTMENT OF RESIDENTIAL PLOT/UNIT(S) IN “DEL 37”, DELHI**

The Principal Terms and conditions for the provisional allotment are set out herein below which shall form part and parcel of the comprehensive Provisional Allotment Letter to be executed between the Developer and the Applicant(s).

1. The Project is located at Kapashera, Vasant Vihar Extension. The said land is extended to Lal Dora Abadi land of village Kapashera and has been duly issued the extended Abadi certificate by the SDM of Vasant Vihar, Delhi and the said land comprising of said Plot and Floor is governed by the statutory & regulations as applicable to the Lal Dora Areas.
2. The Applicant(s) has checked, verified and appraised himself with all the applicable laws, rules, regulations, notifications, circulars, zoning plan and policies of Government regarding construction and Development of the said project and sale of the Floor therein. The Applicant(s) has also checked, verified and satisfied himself regarding authorities and entitlements of the Developer to construct and develop the said project and also the entitlements of the Developer to book/sale/market Floors in the said project.
3. That the Developer shall have the exclusive right to accept /reject this application in its sole discretion.
4. Basic specifications of the said Floor are attached herewith. However, the Developer shall have the right to effect suitable alteration in the layout plan, if and when found necessary. Such alterations may include change in the area, layout plan, floor, block, number of the said Floor and increase/decrease in the area of the said unit. Such modifications which the Developer and/or its architects agree shall be final.
5. Basic price and other charges payable by the Applicant(s) for the said Floor are given in the Price List-cum-Payment Plan annexed herewith. The Applicant(s) shall also be liable to pay all the Statutory Charges/Levies/Taxes including External Development Charges and Infrastructural Development Charges there of which the Government or any other local body or authority may impose/levy, on the said project or on land of the said project or on the said Floor. Any escalations/additions to statutory Charges/Levies/Taxes etc. as mentioned above shall be borne by the Applicant.
6. The Applicant(s) hereby agrees to pay additionally as preferential location charges for preferential location as applicable and in a manner and within the time as stated in the payment plan. However, if due to any change in the layout plans, the said Plot/Unit ceases to be in a preferential location, the Developer shall be liable to refund only the amount of preferential location charges.
7. The Applicant(s) agrees to pay as and when demand is raised by the Developer External Overhead Charges and/or any other charge of similar nature levied by the Government Authority(s).
8. Amount equivalent to 10% (Ten Percent) of the total basic sale price shall be deemed/considered as ‘earnest money’ for booking of the said Floor. This earnest money shall stand forfeited in case of non-fulfillment of these terms & conditions and also those of other documents/indentures executed between the Applicant(s) and the Developer.
9. The timely payment of installments and other charges, as per payment plan opted by the Applicant is the essence of the terms and conditions of the booking. However, the Developer at its sole discretion may condone the delay in payments by charging interest at a rate of 15% per annum for upto one month delay from the due date of payment and 18% per annum thereafter on all outstanding dues from their respective due dates. In the event of irregular/delayed payments/non-fulfillment of terms of payment, the booking may be cancelled at the sole discretion of the Developer. The Developer shall be entitled to deduct the earnest money and shall refund the remaining amount (if paid by the Applicant) without any interest. However the Developer may, in its sole discretion, condone the delay in payment



by charging interest @ 18% per annum and restore the Applicant's booking, in case the said Floor has not been allotted to someone else.

10. The Applicant shall make all payments on his own, without any dependence /reference to any demand notices being issued by the Developer, except in case of Construction/development linked payment plan. All payments shall be made by way of cheques/drafts/pay orders issued in favour of 'Anant Raj Industries Limited'. All cheques/drafts/pay orders shall be deemed to have been accepted subject to their realization.
11. Loans from the financial institutions to finance the said Plot/Unit may be availed by the Applicant. However, if a particular Institution/Bank refuses to extend financial assistance on any ground, the Applicant shall not make such refusal an excuse for non-payment of further installments/dues.
12. The electricity supply shall be obtained from Electricity Authority /Body and the cost of the installation of Sub-Station/Power House/Transformers shall be charged extra on proportionate share basis from the Applicant(s), the quantum of which shall be decided by the Developer at its sole discretion and notified to the concerned Applicant(s).
13. The Developer shall provide adequate facilities for power back-up for the said Project. In the event that an Applicant requires additional load for the said Floor beyond 1 KVA, The Applicant shall be required to pay additional/incremental charges which shall be determined by the Developer in due course.
14. Basic price of the said floor and all other charges including common area maintenance charges shall be calculated on the basis of 'super area' of the said Floor. Amount payable by the Applicant(s) on account of proportionate share of Charges/Fees/Levies/Taxes imposed on the said project or on land of the said project shall also be calculated on the basis of 'Super Area' of the said floor.
15. The Applicant(s) shall be entitled to seek variation in specifications of the said plot/Floor in accordance with flexibility norms and exercise his choice as allowed by the Developer and in case of such variations; total costs of the said Plot/Floor shall also vary in accordance with the Developer's notified rates of variation. All statutory dues and levies arising on account of such variations shall be met with and borne by the Applicant(s). The choices of the specifications are pre-defined by the Developer and the Applicant(s) shall be free to opt from the multiple specifications offered by the Developer. Notwithstanding such variations, the Developer shall carry out such activity on its own account.
16. The booking is subject to rules and regulations of the Government / Local Authorities etc. as are applicable in the area/ city.
17. The Applicant(s) is bound to opt for at least two car parking space in stilt, subject to availability.
18. The Developer shall be entitled to deduct 15% out of the amount received from the Applicants(s) in case of cancellation of booking prior to signing of the Floor Buyer's Agreement or at any time thereafter for any reason whatsoever.
19. The Developer shall offer possession of the said Floor to the Applicant within a period of 3 (three) years (with a grace period of six months) from the date of execution of allotment letter. The Developer shall be entitled to reasonable extension in delivery of possession of the said Floor to the Applicant in the event of any default or negligence attributable to the Applicant. The Developer's responsibilities to offer possession of the said Floor within above time frame shall also be subject to force majeure conditions and causes beyond the control of the Developer (like flood, earthquake, terrorists' acts, sabotage, war, riots, shortages, strikes, delays in receiving necessary sanctions from Government Authorities, etc.).



20. With effect from expiry of thirty days from the date of offer of possession from the Developer, the Applicant shall regularly pay on monthly basis proportionate charges for maintaining common areas and providing common facilities in the said Project (including the costs of equipments used for providing common services) in accordance with bills raised by the Developer or its nominated maintenance agency. The Applicant shall also pay proportionate Taxes/Charges/Levies applicable on the said Project/land of the said project. The Applicant shall also deposit and always keep deposited “interest free maintenance security” with the Developer or its nominated maintenance agency.
21. That the possession of the said residential Plot/Unit shall be delivered to the Applicant(s) after the same is ready for occupation and use, provided all the amounts due by the Applicant(s) are paid to the Developer. The Applicant(s) shall take possession of the said residential Plot/Unit within such period as may be mentioned in the “offer of possession” issued/sent by the Developer.
22. The Applicant undertakes to execute the sale deed within sixty (60) days from the date of offer of possession failing which the applicant authorizes the Developer to cancel the allotment and forfeit the earnest money, delayed payment interest etc. and refund the balance price paid by the Applicant(s) without any interest.
23. The Stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of any agreement / deed / document executed between the Developer and the Applicant(s) shall be borne by the Applicant.
24. The Applicant(s) shall be bound to start construction of the house within a period of three years from the date of offer of possession by the Developer failing which, he shall be liable to pay a penalty.
25. It is made clear by the Developer and fully understood by the Applicant(s) the allotment whether provisional and /or final, in no manner shall confer any right, title or interest in any lands, facilities, amenities, club and buildings outside the area(land) of the plot/unit allotted. In the event of the Applicant(s) wishing to use the Club, the Applicant(s) undertakes to pay such fees, charges as may be decided by the Developer or agency providing the recreational facilities at club and complete such documentation and formalities as may be deemed necessary by the Developer in its sole discretion for this purpose.
26. In case of abandonment of the project or if the Developer is unable to deliver possession of the said Floor to the Applicant, the Developer’s liability shall be limited to the refund of the total amount paid by the Applicant for the said Plot/Floor along with simple interest thereon calculated @ 9% per annum and the Developer/company shall not be liable for any other compensation/damages.
27. The Developer shall have the first lien and charge on the said Plot/Unit for all its dues and other sums payable by the Applicant(s) to the Developer.
28. Applicant, having NRI status or being foreign nationals shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act,1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ the Developer as per applicable rules without any interest and the allotment shall stand cancelled forthwith. The Applicant agrees that the Developer will not be liable in any manner on such account.
29. The Developer shall send all letters/notices and communications to the sole/first Applicant at his address given in the application form through registered/speed post or through courier. It shall be the responsibility of the Applicant to inform the Developer by Registered AD letter about any subsequent change in address, failing which all demand notice and letters shall be posted at the address provided in the application form. All such letters/notices and communications so sent to the sole/first Applicant shall be deemed to have been duly received by all the Applicants within 72 (seventy two) hours after



dispatch. It is clarified that the Developer shall not be liable to send separate communication, letters and notices to the second Applicant or to the Applicant other than the first Applicant.

30. No one on behalf of the Developer is authorised to make any concession in any of the terms & conditions contained herein. The Developer shall not be bound by any oral or written commitments made by any person or broker.
31. The Applicant(s) agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if competent authority(s) refuses, delays, withholds, denies the grant of necessary approvals for the said development, the Developer, after provisional and / or final allotment, is unable to deliver the Plot/Unit to the Applicant, the Applicant agrees that the Developer if it decides in its sole discretion to refund, then it shall be liable only to refund the amounts received from him/her without any interest or compensation whatsoever.
32. The Applicant shall not be entitled to seek refund of amount deposit against the Plot/Unit once demand of installments against the Plot/Unit has gone beyond 70 % or more. At this stage, the request for refund of cancellation of Plot/Unit from the Applicant (s) shall be considered by the Developer at its sole discretion. However, the Applicant(s) shall be free to effect nomination/ assign /endorsement of the Plot/Unit in favour of any other person by requesting for the same to the Developer and subject to payment of all dues, charges and demands as may be applicable at the time of request.
33. Subject to terms & conditions stated herein, the Applicant will never interfere in activities of the Developer or in construction/development of the said Project in any manner, whatsoever.
34. In case of any dispute between the parties hereto (including their successors) concerning accompanying application or matters arising there from, the same shall be adjudicated by way of arbitration, which shall be conducted by an arbitrator nominated by the Developer. The Arbitration shall be held at New Delhi in accordance with the Arbitration and Conciliation Act, 1996.
35. For all legal matters between the Developer and the Applicant only the Courts/Tribunals at place wherein the said project is situated shall have the exclusive jurisdiction.
36. For all intents and purposes including for interpretation of these terms & conditions, a word or an expression which denotes a natural person shall include an artificial person (and vice versa), any one gender shall include other genders, singular shall include plural (and vice versa).

Signature of Applicant(s)

Name of the Applicant(s)

**Date:**

**Place:**