Laxmi

APARTMENTS

Sector-99A, Dwarka Expressway, Gurgaon

# APPLICATION FORM

PAREENA

*creating a new era*

Pareena Infrastructures Pvt. Ltd. is engaged in the business of real estate and construction for nearly two decades. The business model was founded on the simple yet profound principles of Innovation, Integrity, Quality, Sustainability and Transparency. Ethics, perfection to thrive and high standards for construction are the Organization's foremost objectives. That the company has portfolio of projects which includes setting up of integrated townships, group-housing projects, malls, retail offices, co-operative societies etc. That its constant progress is the resultant of its empathy towards customer insight and zeal to excel in providing quality construction. These two factors when synchronized with customer's demand for quality yet affordable living, bestow the name, 'Pareena Infrastructures Projects'.

Pareena is an established entity which delivers high quality projects with world class amenities to its customers by constantly supplementing and upgrading its skills and resource capabilities. With an aim to provide world-class residential & commercial projects to its customers and the society at large & with the highest standards of construction quality, ethics and professionalism, the Group's performance has become benchmark for others. In pursuance of the perfect blend of expertise, professionalism, ethics, affordable rates, timeliness etc. that, The Company has been renowned for and resultantly able to deliver projects like 'Pareena Floors', 'Pareena Towers', 'Pareena Greens' and also going on with the projects like 'Coban Residences', 'Elite Residences', 'Express Heights' in Millennium City, Gurgaon. Also, we are coming up with high rise housing projects in high density zone in Gurgaon.

## GENERAL INSTRUCTIONS

a) Only capital letters should be used.

b) Application should be filled in black or blue ball pen only.

c) Write your name, application number and telephone number at the back of your Demand Draft / Banker's Cheque/Crossed Cheque.

d) Paste self attested latest photograph on the Application Form & sign at the bottom of the Application Form.

e) In case of joint application, paste the self attested latest photographs of both the applicants on the Application Form & both applicants should sign at the bottom of the Application Form.

f) Application to be submitted with booking amount through Demand Draft / Banker's Cheque/ Crossed Cheque to the Company /same bank/branch from where the Application Form was collected.

g) Duly completed application in all respects alongwith the requisite payment should be received by Company/designated Bank before closure time/ banking hours of the last date for submission of applications. Company shall not be responsible in any manner for delay in receipt of an application for any reason whatsoever beyond the closure time.

h) The Application Form should be signed only by the Applicant(s) himself, who wants to get flat/unit under this scheme. No applicant should make any cutting, erasing or overwriting in the Application Form. In case the Applicant(s) desires to make changes, it is advised to obtain and fill up a fresh Application Form.

i) The Applicant(s) will be required to intimate the source of payment. For this purpose, he may have to submit a copy of bank pass book, loan documents if raised, duly attested by the Bank Manager.

**Note: 1. Only Crossed Cheque/ Banker's Cheque/ Demand Draft will be accepted. No cash payment to be made. Company shall not be responsible for any cash payment made by applicant to any person in any circumstances. Please note that the application shall be deemed to be duly submitted only subject to clearance of Cheques.**

**No.**

**APPLICATION FORM FOR ALLOTMENT OF A RESIDENTIAL FLAT/UNIT IN AFFORDABLE GROUP HOUSING PROJECT NAMELY 'LAXMI APARTMENTS' SITUATED AT SECTOR-99A, GURGAON-MANESAR, URBAN COMPLEX UNDER AFFORDABLE HOUSING POLICY, 2013 ISSUED BY HARYANA GOVT., TOWN AND COUNTRY PLANNING DEPARTMENT AND NOTIFIED VIDE NOTIFICATION NO. PF27/48921 DATED 19.08.2013.**

To
**M/S PAREENA INFRASTRUCTURES PVT. LTD.**
**Regd. Office:** Flat No. 2, Palm Apartment,
Plot No. 13B, Sector-6, Dwarka, New Delhi-110075.
**Corporate Office:** C-7A, 2nd Floor,
Omaxe City Centre Mall, Sohna Road,
Sector-49, Gurgaon, Haryana-122018

| Applicant's Recent Photograph | Joint Applicant's Recent Photograph |
|---|---|

Dear Sir/s

I/We hereby apply for provisional allotment of One (1) number unit/flat in Affordable Group Housing Project known as "Laxmi Apartments" situated at Sector-99A, Gurgaon-Manesar, Urban Complex (hereinafter called the "Project").

I/We remit herewith a sum of Rs. ..... (Rupees .....

.....) by Bank Draft/Cheque No. ..... dated

..... drawn on ..... Bank in favour of the Company, being 5% of total cost

of flat/unit (booking amount).

The aforesaid project is being developed by M/s Pareena Infrastructures Pvt. Ltd. (hereinafter referred to as the 'Company') vide Licence No. 106/14.08.2014 and approved building plan vide Memo ZP-1045/AD(RA)/2015/4895 dated. 26.03.2015 granted by DTCP, Haryana under Affordable Housing Policy, 2013 issued by Haryana Govt., Town and Country Planning Department notified vide policy No. PF27/48921 dated 19.08.2013, hereinafter referred to as the "Said Policy". I/We have read and clearly understood the terms and conditions of the "Said Policy".

I/We have clearly Understood and Agreed that this Application Form will be processed only after encashment of the cheque submitted by me/ us together with the Application Form complete in all respects otherwise the application shall be liable for rejection. The Company will be corresponding with me only on the address/e-mail id furnished by me in English.

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

Signature : _____ Signature : _____

First/Sole Applicant



Second Applicant, If Any

First/sole Applicant

Son/Wife/Daughter of

Resident of

PIN Code

Telephone No. Mobile Nos. (I) (II)

Landline No. _____ Email ID: _____

Nationality: _____ PAN: _____

Ward/Circle/Place of Assessment: _____

Bank Account Details: _____

Residential Status: Resident/Non-Resident Indian/Person of Indian Origin/Non Resident (Please circle whichever is applicable)

Address for Correspondence

PIN Code

Telephone No. Mobile Nos. (I) (II)

Landline No. _____ Email ID: _____

Co-Applicant:

Son/Wife/Daughter of :

Relation with Joint Applicant :

Resident of

PIN Code

Telephone No. Mobile Nos. (I) (II)

Landline No. _____ Email ID: _____

Nationality: _____ PAN: _____

Ward/Circle/Place of Assessment: _____

Bank Account Details: _____

Residential Status: Resident/Non-Resident Indian/Person of Indian Origin/Non Resident (Please circle whichever is applicable)

I/We understand and agree that, in case of joint applicants (spouse/dependent child(ren)), for all the purposes relating to this Application or otherwise in relation to the Project, the Company shall treat the address for correspondence, as provided by the first applicant above, as also being the address for correspondence of the co-applicant and that any correspondence sent to the said address shall be deemed to have been sent to each of the applicants individually and shall be binding on each of them.

Signature : Signature :

First/Sole Applicant Second Applicant, If Any

The **Total Price,** as on date hereof and subject to any other applicable term of this application and of the Agreement to Sell, payable by the Applicant(s) to the Company, as the total price towards the allotment and sale of said flat/unit, shall be Rs. _____

(Rupees _____),

the computation of which has been provided below:

| | | | |
|---|---|---|---|
| A. | Approx Carpet Area of the Flat/Unit<br><br>Sq. Ft. _____ | Rs 4000/- per Sq. ft. | Corresponding Amount<br><br>Rs. _____ |
| B. | Approx area of balcony<br><br>Sq.Ft. _____ | Rs 500/- per Sq. ft. | Corresponding Amount<br><br>Rs. _____ |
| TOTAL PRICE<br><br>(A+B) Rs. ...../-<br><br>(Rupees/s _____) | | | |

Signature
First/Sole Applicant

Signature
Second Applicant, if any

## DECLARATION

I/We the undersigned do hereby declare that

(i) The above mentioned particulars/information given by me/us are true and correct to the best of my/our knowledge and nothing material has been concealed therefrom;

(ii) I/We am/are completely aware of and in agreement with the provisions of Affordable Housing Policy 2013, issued by the Government of Haryana, vide Town & Country Planning Department's Notification dated 19th August 2013 ('the Affordable Housing Policy') and undertake to abide by the applicable provisions of the said policy and any applicable laws, rules, regulations, bye-laws or orders made pursuant thereto or otherwise applicable;

(iii) I or my spouse or my/our dependent child(ren) do (___)* / do not (____)* own a flat or a plot of land in any colony or sector developed by Haryana Urban Development Authority ('HUDA') or in the licensed colony in any of the Urban Areas in Haryana or in the Union Territory of Chandigarh or in the National Capital Territory of Delhi.

(iv) I or my spouse or my/our dependent child(ren) have (_____)* / have not (_____)* made an application for allotment of apartment in another affordable group housing project in Haryana.

(v) I/We have attained the age of majority i.e. 18 years on the date of submitting this application.

(vi) I/We am/are not debarred from entering into legally binding contract under any prevailing law.

*Please put tick mark in the applicable box and place your signature next to it on the margins of the page.

Signature : ☐
First/Sole Applicant

Signature : ☐
Second Applicant, If Any

In the event such other application has been made, please provide the following details in relation to each of the other applications

| | | |
|---|---|---|
| 1. | Person in whose name application has been made | |
| 2. | Name of the affordable group housing project | |
| 3. | Location of the said project | |
| 4. | Name of the developer of the said project and its office address | |

Signature
First/Sole Applicant

Signature
Second Applicant, if any

Enclosures:

1. Self attested copy of PAN Card.
2. Proof of residence e.g. self attested copy of passport, government identity card, election card, ration card, driving license, telephone bill, electricity bill, water bill, house tax receipt, bank pass book (page carrying name and address), CGHS card or Aadhar Card.
3. Self attested photographs ( __ ).
4. Affidavit (s).

Date: .....

Place: .....

Signature :

First/Sole Applicant

Signature :

Second Applicant, If Any

**INDICATIVE TERMS AND CONDITIONS FOR ALLOTMENT OF A RESIDENTIAL FLAT/UNIT IN 'LAXMI APARTMENTS', AFFORDABLE GROUP HOUSING PROJECT**

1. The Applicant(s) has applied for allotment of a flat/unit in 'LAXMI APARTMENTS', Affordable Group Housing Project having land admeasuring area 5 acres. The aforesaid project consisting of approx. 804 flats/units is being developed by the Company under Affordable Housing Policy, 2013 issued by Haryana Govt., Town and Country Planning Department and notified vide Notification dated 19th August 2013. The Licence for this affordable group-housing project has already been issued to the Company vide License No. 106/2014 dated 14.08.2014.

2. The Applicant(s) is aware of the fact that the application with 5% amount of total cost of flat is a mere request by the Applicant(s) for the allotment of a flat/unit in the project and the same may be allotted in one go within 4 months of sanction of building plans or receipt of environment clearance whichever is later strictly as per the said policy, through a draw of lots in the presence of the committee constituted under the policy. The date/time and venue of the draw of lots shall be notified in the newspapers, in which the original advertisement was issued. However, all such applicants shall be eligible for an interest at the rate of 10% per annum on the booking amount for a period beyond 90 days from the close of booking till the date of allotment of flat or refund of booking amount as the case may be. Only those applications shall be considered for draw of lots which are complete in all respects and fulfil the criteria mentioned in this application or otherwise provided under the Affordable Housing Policy. All ineligible applications shall be returned within one month of completion of scrutiny alongwith the 5% booking amount received alongwith such applications. The scrutiny shall be done in terms of the policy. No interest in such cases shall be paid by the Company. The application of the applicant shall be scrutinized by the Company as per parameters prescribed in the said policy under the overall monitoring of concerned District Town Planner (DTP). It is not possible to check the eligibility of applicant(s) at the time of acceptance of the form. Therefore, those who are not eligible would register their names at their own risk and would not be entitled for allotment of flats, if at a later stage it is detected that they are not eligible under the scheme.

3. The Applicant(s) understands that booking amount is to be paid alongwith this application form and the same will not be accepted after the date of closure. In case it is found at any stage that the issue date of payment instrument is after the closure of the scheme, such applications would be summarily rejected and the Applicant(s) would be solely responsible for it. Company would not entertain any such application in draw of lots.

4. That upto 5% of the total number of flats as approved in the building plans may be allotted by the Company to its employees/associates/friends/relatives etc. subject to the disclosure of their name/address and other identification details to the allotment committee and the allotment procedure for such flats shall also be completed alongwith the draw of flats for general category flats. The rates and eligibility criteria prescribed under this policy shall continue to be applicable on such preferential allotments also and the allotment procedure shall be completed alongwith general category flats. In case less allotments are made for such preferential category flats, the extra availability shall be merged with general category allotments.

5. The Applicant(s) acknowledges that if the present application is accepted then the allotment of flats shall be done through draw of lots in the presence of a committee consisting of Deputy Commissioner or his representative (at-least of the cadre of Haryana Civil

Services), Senior Town Planner (Circle Office), DTP of the concerned district and the representative of Company or as may be determined by DTCP under policy.

6. The list of successful allottees shall be published in the newspaper and also on the website of DTCP. In case there are any shortcomings in the application of any such successful allottee, he may be granted an opportunity of removing such shortcomings in his application in all respects within a period of 15 days failing which his claim shall stand forfeited. The said 15 days period shall start from the date of publication of the list of successful allottees in the newspaper marking those successful applications with minor deficiencies for information and notice of such applicants/allottees for removing such deficiencies and submit the same to the concerned DTP.

7. The date for draw of lots will be fixed by the concerned senior town planner. Said date will be announced through advertisement. The advertisement shall be issued by the Developer informing the applicants about the details regarding date/time and venue of the draw of lots in the same newspapers in which the original advertisement was issued. All non-successful applicants shall be refunded back the booking amount within 15 days of holding the draw of lots. In case of surrender of flat by any successful applicant, an amount of Rs. 25,000/- will be deducted by the Company. Such a flat may be considered by the committee for offer to those applicants falling in the waiting list. The waiting list, for a maximum of 25% of the total number of flats available for allotment, shall be maintained for a period of 2 years after which the booking amount shall be refunded back to the waitlisted applicants, without any interest. If any waitlisted candidate does not want to continue in the waiting list, he may seek withdrawal and the Company shall refund the booking amount within 30 days without imposing any penalty.

8. The Applicant(s) understands that for getting refund, the Applicant(s) has to clearly mention his bank account number. In case the application is in joint name, refund will be made by the Developer in the name of the first applicant only and therefore, only his bank account number should be given. However, any dispute between co-applicants would be liability of co-applicants inter-se, the Company shall not be liable for the payment, once, the payment is made in the name of the first applicant. The account number and bank particulars will be printed on cheque, hence applicant should carefully fill these particulars in the application form. In case the booking amount has been paid from the account of the firm/company etc. of the Applicant(s), still for the purposes of refund, the Applicant's bank details have to be provided as the same would be printed on refund cheque and in case of mismatch of account number and payee's name, the bank would not clear the instrument. The Applicant(s) is to recheck this before submitting the application form.

9. Applicant(s) understands that following documents are to be submitted for refund in case of surrender/ cancellation:

   a. Original allotment-cum-demand letter issued by the Company in respect of allotted flat/unit.

   b. Proof of residence in case there is change of address as given in the application form.

   c. Photocopy of passbook or bank Manager's/In charge's certificate in case there is change in bank particulars from that given in the application form.

10. The applicant(s) agrees and understands that if he either himself or his spouse or any dependent children does not own any flat/plot in any HUDA developed colony/ sector or any licensed colony in any of the urban areas in Haryana, UT of Chandigarh and NCT of Delhi, shall be given first preference in the allotment of the flat. Applicant(s) and/or his spouse and/or his dependent children can file only

one application in this project. The applicant(s) shall also disclose in writing to the Company whether he or his spouse or any of his dependent children have made any other application for allotment of a flat/unit in any other affordable housing project/colony in Haryana. In case, the applicant is successful in more than one colony, he will have choice of retaining one flat only.

11. The Applicant confirms that the information supplied/furnished by him in or pursuant to this Application is correct and all documents supplied for obtaining allotment are authentic and genuine. In case any information given or Affidavit/ documents supplied or representation made by the Applicant(s) for obtaining allotment is found to be false including quoting wrong PAN number or suppressing any material fact at any time whatsoever, the Company shall be entitled to forthwith reject/cancel the allotment if made in favour of the Applicant(s) and forfeit the booking amount. In such an event, the Applicant(s) shall not be left with any right, title or interest of any nature in the said Flat and/or the Project and/or against the Company or any of its directors and the Company shall be competent to use, utilize, deal with the aforesaid flat/unit as per the said policy without any hindrance or obstruction from the Applicant(s). In case multiple applications are received from any individual and if by any chance multiple allotments are made in the draw to a particular applicant who has submitted multiple applications in such cases all the allotments to the particular individual would be cancelled and booking amounts shall be forfeited. This will be without prejudice to Company's right to take such other action as may be permissible in law.

12. The Applicant(s) has satisfied himself about the unencumbered right, title and interest of the Company in the land on which the said project is being developed.

13. That the Applicant(s) has made this application with full knowledge of the fact that this application as well as the allotment and purchase of the flat/unit is subject to various eligibility criteria and restrictive covenants prescribed by the competent authority under the said policy. The Applicant(s) represents and warrants that he fully meets all the eligibility criteria and undertakes to abide by all the terms and conditions applicable to the allotment and purchase of the said flat/unit under the said scheme/policy.

14. That the Applicant(s) is aware of the fact that the Company is in the process of developing the Affordable Group Housing Colony on the said land as detailed on its website in terms of the said policy. The carpet area of the flat shall be as mentioned in this application form. The term carpet area shall mean the net usable covered floor area bound within the walls of the flat but excluding the area covered by the walls and any balcony which is approved free-of-FAR, but including the area forming part of kitchen, toilet, bathroom, store and built-in cupboard/ almirah/ shelf, which being usable covered area shall form part of the carpet area. The actual carpet area shall be charged as per final built up area as shown in the declaration deed filed after occupancy certificate. The Applicant(s) is also aware that 4% of the Net Planned Area at 175 FAR is the area for the commercial use by the Company as per the said policy. The said commercial area/ shopping area is to the exclusive ownership and use of the company and applicant/ association has no right whatsoever on the same.

15. That, the Applicant(s) hereby undertakes that he shall abide by all laws, rules, regulations, notifications, terms and conditions of Central Government, Haryana Government, Haryana Urban Development Authority, Registrar of Societies, Local Bodies, taxation, environment, Fire, Explosive, Ground Water, Excise, The Haryana Apartment Ownership Act, 1983 etc. etc. and any alteration(s)/ amendment(s) /modification(s) thereto, and shall be

Signature : _____
First/Sole Applicant

Signature : _____
Second Applicant, If Any

liable for defaults and/or breaches of any of the conditions, rules or regulations as may be applicable to the said project.

16. The Applicant(s) acknowledges that only one two-wheeler parking site shall be earmarked for an applicant which shall be allotted to him. No car parking shall be allotted to any applicant in the said project. The parking space shall be the integral part of the flat/unit and shall not be used, transferred or dealt with independently of the flat/unit. The balance available parking space, if any, beyond the allocated two-wheeler parking sites, can be earmarked by the Company as free-visitor-car-parking space. The Applicant(s) agrees not to park their vehicle(s) on the pathway or open spaces of the Building /Complex or at any other place except the space exclusively allotted, for this purpose.

17. In case present application of the applicant is successful in the said draw of lots, he shall be required to deposit additional 20% amount of the total cost of the flat to the Company at the time of allotment of flat. The balance 75% shall be payable by the Applicant(s) in six equated six monthly instalments spread over three-year period with no interest falling due before the due date for payment. Any default in payment by the Applicant shall invite interest @15% p.a. If the applicant fails to deposit the instalment within the time period as prescribed in the allotment letter issued by the Company, a reminder may be issued to him for depositing the due instalment within a period of 15 days from the date of issue of such notice. If the applicant/allottee still defaults in making the payment, the name of such a defaulter may be published in one regional Hindi newspaper for payment of due amount within 15 days from the date of publication of such notice failing which his allotment will be cancelled by the Company. In such cases an amount of Rs. 25,000/-shall also be deducted by the Company and the balance amount shall be refunded to the applicant. Such flat(s) may be considered by the committee for offer to those applicants falling in the waiting list.

18. The complete set of specifications to be adopted by the Company for finishing/fittings to be provided in the said flat, viz., flooring (rooms, kitchen, toilet & bathroom, balcony, common areas, staircase etc.); door & window frame and panel; kitchen worktop & wall finishing, toilet & bathroom fittings and wall finishings, internal electrical wiring, fittings, electrical points etc., internal public health services—pipes and fittings, sewerage and sanitary fittings, wall finishing, staircase and balcony railings etc., are annexed herewith as "Annexure-I".

19. All the payments agreed to be made by the Applicant(s) in accordance with the payment plan shall be made by way of cheque / demand draft in favour of "Pareena Infrastructures Pvt. Ltd" payable at Gurgaon subject to realization of cheque/demand draft. In case the Applicant(s) makes the payment by an outstation cheque, then his payment would be deemed to have been received on the date on which the said cheque will get credited into the bank account after deduction of the outstation clearing charges.

20. The Applicant(s) shall before taking possession of the said Flat in any manner must clear all the dues towards the allotted Flat and have the Conveyance Deed for the said Flat executed in his favour after paying Registration fee / charges, stamp duty and other charges / expenses. The Applicant(s) shall pay, as and when demanded by the Company, the Stamp duty, Registration charges and all other incidental and legal expenses for execution and registration of Conveyance Deed of the said Flat in favour of the Applicant(s) which shall be executed and got registered after receipt of the total cost of the flat and other dues as specified in this form or Agreement to Sell, as the case may be and the said charges and expenses as may be payable or demanded from the Applicant(s) in

respect of the said Flat allotted to him / her. In case the Applicant(s) fails to deposit the Stamp duty, Registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Company shall not be under any obligation to execute the Conveyance Deed. The Applicant(s) undertakes to execute the Conveyance Deed within a period of 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.

21. That the Company shall sincerely endeavour to offer possession of the said Flat to the Applicant(s) within the validity period of 4 years of sanction/clearance of building plans or receipt of environmental clearance whichever is later subject to the force majeure conditions which inter-alia include strike, lock-out, court injunction, civil commotion or by reason of war, enemy or terrorist action, earth quake, any act of God or delay in grant of completion/occupation certificate by the govt. and/or any other public or competent authority delay in providing basic infrastructure facilities viz. HUDA water & sewer connection or bulk electricity supply or sector roads and subject to the applicant(s) having complied with all the terms of this application form or agreement to sell.

22. The Applicant(s) shall take over the possession of the Flat/Unit within a period of 30 days from the date of intimation in writing by the Company failing which the Applicant(s) shall be deemed to have taken the possession of the Flat/Unit. In such a case the Company shall not be responsible for any loss or damage or trespassing in the said Flat/Unit.

23. For a period of five years from the date of grant of occupation certificate, the maintenance works and services in relation to the common areas and facilities of the project shall be provided by the Company through itself or its appointed maintenance agency. The Applicant(s) shall pay the water and electricity consumption charges as per actual meter reading and/or pro rata consumption. The Internal maintenance of respective apartment shall be sole responsibility of applicant only. The Developer shall not be responsible for internal maintenance of apartment in any circumstance. After the aforesaid period of 5 years the said project shall be transferred to the 'association of apartment owners' constituted under the Haryana Apartment Ownership Act, 1983 which shall overtake the providing of the maintenance services to the project and thereafter the Company shall have no further obligation to provide any maintenance services in the said project.

24. The Applicant(s) undertakes that he shall become a member of the association of apartment owners that shall be formed under the provisions of Haryana Apartment Ownership Act, 1983 and shall undertake all necessary steps and do all such acts and deeds including executing necessary documents, declarations, undertakings, deeds etc. as and when required by the Company to do so.

25. The Applicant(s) undertakes to pay cost of Electricity and Water Meter etc. as well as the charges for water and electricity connection/pro rata bulk connection as demanded by Developer at the time of possession of Apartment to applicant.

26. The Applicant(s) agrees and undertakes to pay on demand all such taxes, cess, levies or assessment including VAT, service tax etc. whether already levied or leviable now or in future in relation to the project.

27. The Applicant(s) agrees and understands that allotment of the flats shall be done through draw of lots in accordance with the provisions of Affordable Housing Policy and that only such applications shall be considered for draw of lots which are complete and which fulfil the criteria laid down in this policy.

Signature : _____
First/Sole Applicant

Signature : _____
Second Applicant, If Any

28. The said flat shall be used only for residential purpose and cannot be put to any other use. The Applicant(s) shall not be entitled to sub-divide the dwelling unit or amalgamate it with any other dwelling unit or to make any structural additions/ alterations.

29. The said Flat along with the building in which the Flat is allotted 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 Flat owner in the common areas and facilities as specified by the Company in the declaration, which will be filed by the Company in compliance of Haryana Apartment Ownership Act, 1983 shall be conclusive and binding upon the Flat owners.

30. The Applicant(s) may obtain finance from any financial institution/bank or any other source for purchase of the Flat. The Applicant(s)'s obligation to purchase the Flat pursuant to this application form shall not be contingent on the Applicant(s)'s ability or competency to obtain such financing and the Applicant(s) will remain bound under this application form and/or Agreement to Sell whether or not the Applicant(s) has been able to obtain financing for the purchase of the said Unit/flat. Further, any refusal/delay by any bank/financial institution in granting financial assistance and /or disbursement of loan or any subsequent instalment, on any ground whatsoever, shall not entitle the Applicant(s) to use it as an excuse for delaying or defaulting in making the payment of instalment(s) which have fallen due and any such delay or default in making the payment of the instalment(s), as per the payment plan, shall make the Applicant(s) liable to pay the stipulated interest @15% p.a.

31. Notwithstanding anything contained herein, the Applicant(s) hereby unconditionally authorizes and permits the Company to raise finance/loan from any financial institution/bank/lender/ financier, including by way of equity dilution/assignment, creation of mortgage /charge/claims on or in relation to the said Flat and/or the project, provided that the said Flat shall be free of any encumbrances at the time of execution of conveyance deed for the said Flat in favour of the Applicant(s).

32. The Applicant(s) agrees that the Applicant(s) shall sign all applications, papers, documents and all other relevant papers as required to sign, in pursuance to the transactions and do all the acts, deeds and things as the Company may require for safeguarding the interest of the Company and / or the Applicant(s) in the project including in particular, the requirement of the Income Tax Act 1961.

33. Upon the allotment of the apartment to the applicant(s), he shall not be entitled to transfer or sell the flat/unit for a period of one year from the date of taking over the possession of the flat/unit. Breach of this condition shall attract penalty equivalent to 200% of the selling price of the flat/unit. The transfer of the flat/unit through execution of irrevocable general power of attorney (GPA) where the consideration amount has been passed to the executor or any one on his behalf, will be considered as sale of the flat/unit and the same will be counted as breach of terms and conditions of the said policy. Penal proceedings as per prescribed provisions shall also be initiated against such an applicant(s). Failure to deposit such penalty shall result in resumption of the said Flat and it will be re-allotted by the Company in consultation with Town and Country Planning Department, Government of Haryana.

34. The Applicant(s)/deemed allottee shall plan and distribute his and maintain electrical load in conformity with the electrical systems installed by the Company and shall also maintain water and sewage lines passing through his/her apartment free of seepage/leakage. The non-observance of the provisions of this

clause shall entitle the Company or the Maintenance Agency to enter the said unit, if necessary and rectify or remove all non-conforming fitting and fixtures at the cost and expense of the Applicant(s). The Applicant(s) shall be liable for any loss or damages arising out of breach of any of the aforesaid conditions.

35. It is specifically understood and accepted by the Applicant(s) that any electrical point/gas point/fire pipes/water pipes/any other related services or any part & structure of walls shall not be tampered with or altered without prior written approval of the Company and the same shall be under regular inspection and clearance by the technical person of the Company or executed by the Company's nominated technical staff only. The Company shall not be liable for any damage /fire/accident caused due to such unauthorized tampering/alteration to the property as well as any damage that may be caused to the building/other people's property. The Applicant(s) shall be solely responsible for any/all consequences arising therefrom.

36. That the structure of the said Building to be constructed in the said project will be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Company or the maintenance agency on behalf of the Applicant(s)and the cost thereof shall be payable by the Applicant(s) but contents inside each Premises shall be insured by the Applicant(s) at his/her own cost. The Applicant(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of any flat/unit in the said Building or any part of the said Building or cause increased premium to be payable in respect thereof for which the Applicant(s) shall be solely responsible and liable.

37. The Applicant(s) agrees to strictly comply with the code of conduct that may be determined by the maintenance agency for occupation and use of the said unit and such other conditions as the maintenance agency may deem fit from time to time which may include but not limited to usage of the unit, operation hours of various maintenance services, general compliances for occupants of the unit, regulation as to entry/exit of the visitors, invitees, guests, security, parking etc. The Applicant(s) understands that the code of conduct as may be specified by the maintenance agency is always subject to change by maintenance agency.

38. That the company has made it specifically clear to the Applicant(s) that the Company shall provide one built-up community hall of not less than 2000 sq. ft. and one built-up anganwadi-cum crèche of not less than 2000 sq. ft. as community sites in accordance with the provisions of the said policy.

39. That the Applicant(s) confirms that he has understood each and every clause/ covenant of this Application Form and its/their legal implications thereon and has clearly understood his obligations and liabilities and the Company's obligations and limitations as set forth in this Application. The Applicant(s) shall keep the Company and their agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Company may suffer as a result of non-observance or non-performance of the covenants and conditions of this Application Form.

40. The Company shall endeavour to address and resolve all or any enquiries /complaints/disputes arising out of or relating to or concerning or touching the request/concerns/deficiency of service on part of any Company employees/ Application/ Agreement to Sell/ Conveyance Deed including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties within reasonable time of raising of /enquiry /concerns/dispute to the Head, Customer Care Department or its nominee. If the concerns are not properly addressed even up to 90 days and all efforts failing,

the same shall be referred to arbitration. The said time period is to be contingent on the Applicant(s)'s co-operation.

41. All or any disputes arising out of touching upon or relating to the terms of this Application/ Agreement to Sell/ Conveyance Deed including the interpretation and validity of the terms hereof and the respective rights and obligations of the parties, which cannot be amicably settled, shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments / modifications thereof for the time being in force. The arbitration proceedings shall be held at the Office of the developer in Gurgaon by a sole arbitrator appointed / referred to for the same, by the developer. In case of any proceeding, reference etc. touching upon the arbitration subject including any award, the territorial jurisdiction shall be of Real Estate Regulator/DGTCP (if any) consumer forums or the courts at Gurgaon as well as of Punjab and Haryana High Court at Chandigarh.

42. The Applicant(s) shall get registered his communication address and email address with the Company at the time of booking and it shall be the sole responsibility of the Applicant(s) to inform the Company about all subsequent changes, if any, in his e-mail address/ postal address, by e-mail/ registered letter and also obtain a formal specific receipt of the same, failing which all communications/ letters posted at the first registered e-mail address/ postal address will be deemed to have been received by the Applicant(s) at the time, when those should ordinarily reach such address and he shall be responsible for any default in payment and other consequences that might occur there from. In all communications, the reference of the Project and allotted Unit/flat must be mentioned clearly.

**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 the Agreement to Sell which shall to the extent of any inconsistency supersede the terms and conditions set out in this application.

Applicant(s)

Date: _____

Place: _____

Signature : _____
First/Sole Applicant

Signature : _____
Second Applicant, If Any

(Note : This affidavit should be on a non-judicial stamp paper of Rs. 10/- and shall be attested by Magistrate/Sub-Judge/Notary Public and an extra stamp worth Rs. 5/- should be affixed thereon.)

## AFFIDAVIT (FROM FIRST/SOLE APPLICANT)

I _____

S/D/W/O _____

r/o _____,

aged _____ years, do hereby solemnly affirm and declare as under :-

1. That the particulars/information given by me in this Application are true and correct and nothing material has been concealed therefrom.
2. That I am completely aware of and in agreement with the provisions of Affordable Housing Policy, 2013 issued by Haryana Govt., Town and Country Planning Department and notified vide notification no. PF27/48921 dated 19.08.2013 (the Affordable Housing Policy) and undertakes to abide by the provisions of the said policy and any applicable laws, rules, regulations or bye-laws made pursuant thereto or otherwise applicable.
3. That I or my spouse or my dependent child(ren) do/do not own a flat or a plot of land in any colony or sector developed by Haryana Urban Development Authority or in any licensed colony in any of the urban areas in Haryana or in the Union Territory of Chandigarh or in the National Capital Territory of Delhi.
4. That I or my spouse or dependent child(ren) have not made an application for allotment of flat in another affordable group housing project in Haryana.

   Or

   I or my spouse or my dependent child(ren) have made an application for allotment of apartment in another affordable group housing project in Haryana, the details of which project is as follows:

   Person in whose name application has been made : _____

   Name of the affordable group housing project : _____

   Location of the said project : _____

   Name of developer of the said project : _____
5. I or my spouse or my dependent child(ren) have not been allotted any apartment in another affordable group housing project in Haryana.

**DEPONENT**

**VERIFICATION:**

Verified at _____ on this _____ day of _____, 2015 that the contents of para Nos. 1 to 5 of above Affidavit are true to the best of my knowledge and belief and nothing material has been concealed there from.

**DEPONENT**

(Note : This affidavit should be on a non-judicial stamp paper of Rs. 10/- and shall be attested by Magistrate/Sub-Judge/Notary Public and an extra stamp worth Rs. 5/- should be affixed thereon.)

## AFFIDAVIT (FROM SECOND APPLICANT, IF ANY)

I _____

S/D/W/O _____

r / o _____,

aged _____ years, do hereby solemnly affirm and declare as under :-

1. That the particulars/information given by me in this Application are true and correct and nothing material has been concealed therefrom.
2. That I am completely aware of and in agreement with the provisions of Affordable Housing Policy, 2013 issued by Haryana Govt., Town and Country Planning Department and notified vide notification no. PF27/48921 dated 19.08.2013 (the Affordable Housing Policy) and undertakes to abide by the provisions of the said policy and any applicable laws, rules, regulations or bye-laws made pursuant thereto or otherwise applicable.
3. That I or my spouse or my dependent child(ren) do/do not own a flat or a plot of land in any colony or sector developed by Haryana Urban Development Authority or in any licensed colony in any of the urban areas in Haryana or in the Union Territory of Chandigarh or in the National Capital Territory of Delhi.
4. That I or my spouse or dependent child(ren) have not made an application for allotment of flat in another affordable group housing project in Haryana.

   Or

   I or my spouse or my dependent child(ren) have made an application for allotment of apartment in another affordable group housing project in Haryana, the details of which project is as follows:

   Person in whose name application has been made : _____

   Name of the affordable group housing project : _____

   Location of the said project : _____

   Name of developer of the said project : _____
5. I or my spouse or my dependent child(ren) have not been allotted any apartment in another affordable group housing project in Haryana.

**DEPONENT**

**VERIFICATION:**

Verified at _____ on this _____ day of _____, 2015 that the contents of para Nos. 1 to 5 of above Affidavit are true to the best of my knowledge and belief and nothing material has been concealed there from.

**DEPONENT**

## ACKNOWLEDGMENT SLIP

Application No.:

Bank Name ..... Branch .....

Received from Mr/Mrs/Ms.(First applicant) .....

Address .....

..... PAN No. .....

an applicant for allotment of ..... Flat (category of flat) along with

Cash/Demand Draft No. ..... dated .....

amounting to Rs. ..... drawn on .....

..... (Name of Bank) on account of earnest money.

Authorised Banker's
Signature & Stamp

Date: | | | | | | | | |