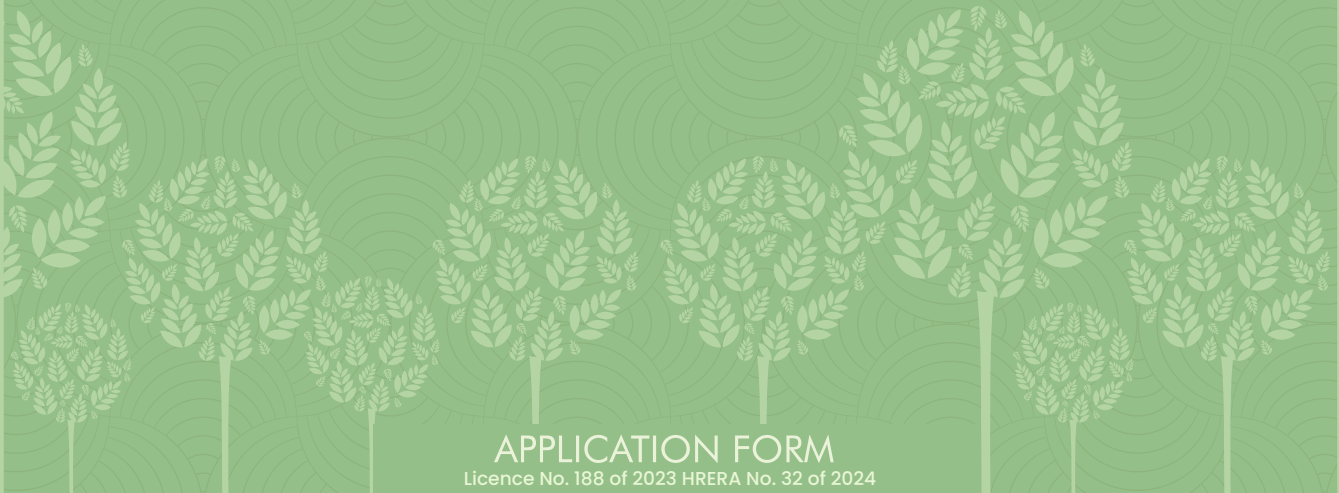




GREEN VALLEY 2

Living Exemplified



APPLICATION FORM

Licence No. 188 of 2023 HRERA No. 32 of 2024



Lion Infradevelopers LLP (LID), backed by M/s. Lion India Ltd., endeavors to revolutionize real estate by offering quality, innovative, and affordable living spaces. With a track record of successful projects like "Green Valley" and "Green Valley Independent Floors," we prioritize quality, timely delivery, and reliability. Our newest project, "Green Valley 2," located at Sector -6, Sohna, Gurugram, promises contemporary luxury living amidst scenic vistas and modern amenities. We are grateful for your ongoing support and anticipate continued success together.



**HRERA REGISTRATION NO. 32 of Dated 01-04-2024
RC/REP/HARERA/ GGM/805/537/2024/32**

**APPLICATION FOR ALLOTMENT OF RESIDENTIAL PLOTS UNDER DEEN DAYAL JAN AWAS YOJNA-
AFFORDABLE PLOTTED HOUSING POLICY, 2016 OF GOVERNMENT OF HARYANA**

To,

Lion Infradevelopers LLP

Ocus Technopolis, TSF 01-08, Second Floor,
Tower B, Golf Course Road, Sector 54,
Gurugram, Haryana, India
PIN: 122 011

Dear Sir,

I/We, the undersigned as the Applicant(s) (hereinafter "Applicant"), hereby apply by way of this application (hereinafter "Application") for booking of a Residential Plot (hereinafter "Plot") in the Colony namely "Green Valley 2" (hereinafter "Project") proposed to be developed by **Lion Infradevelopers LLP** (hereinafter "The LLP Firm/ Developer") under Deen Dayal Jan Awas Yojna- Affordable Plotted Housing Policy 2016 of Government of Haryana, notified by Government of Haryana vide Notification No. PF- 27A/6521 dated 1st April, 2016 and any amendments thereto (hereinafter "Policy"). I/ we understand that The LLP Firm/Developer has obtained Licence No. 188 of 2023 in the name of (1) M/s Nitika Propmart Pvt. Ltd. (2) Smt. Sukhpali W/o Sh. Satbir Singh (3) Sh. Jatin Lohia S/o Sh. Ravinder Singh Lohia (4) a) Sh. M.R. Lohia (1/2 share) S/o Sh. Phool Singh and b) Smt. Satyawati (1/2 share) W/o Sh. M. R. Lohia and Lion Infradevelopers LLP, dated 15/09/2023 from the office of Director General, Town and Country Planning, Haryana (hereinafter "DGTCP") for developing the aforesaid Affordable Plotted Housing Colony on a Plot of land measuring 12.50 acres in Sector 6, Sohna, Gurugram (Haryana) as per tentative size and payment plan opted by me/us as per the details annexed along with this application . I/We understand that the Zoning plan of the same has been approved vide Memo No.9854 dt. 08-12-2023.The details of the project are also available on HRERA website.

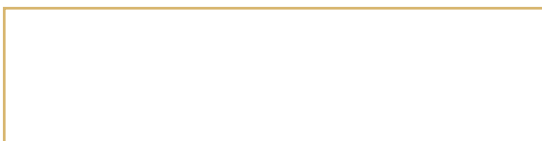
NOTWITHSTANDING ANYTHING CONTAINED HEREIN, I/WE, THE APPLICANT ACKNOWLEDGES AND UNDERSTANDS THAT BY VIRTUE OF THIS APPLICATION:

(i) The Applicant is submitting the application for booking of the aforesaid Residential Plot No..... area admeasuring sq. yards. The Applicant hereby remits a sum of Rs..... (Rupees.....only) through Cheque/ Demand Draft/ RTGS/ NEFT/ Online Transaction No..... dated..... drawn on towards booking amount i.e. approx. 10% of the total price of the Plot ("Booking Amount") in favour of The LLP Firm/Developer as per details given below:

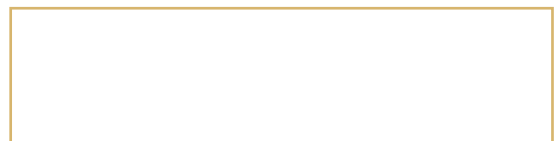
1.) ACCOUNT NAME : Lion Infradevelopers LLP A/c – Green Valley 2
2.) BANK NAME : KOTAK MAHINDRA BANK
3.) A/C No. : 4449307010
4.) IFSC CODE : KKBK0004265
**5.) BRANCH : G-1 and G-2, ATM – 1, VIPUL PLAZA, SUN CITY,
SECTOR – 54, GOLF COURSE ROAD, GURUGRAM - 122002**

Sole Applicant/ First Applicant

Co-Applicant(s)



Signature



Signature

- (ii) It is hereby clarified that by virtue of this Application, The LLP Firm/Developer has not allotted, sold or otherwise transferred the Plot notwithstanding the fact that the LLP Firm/Developer may have issued an acknowledgment in receipt of the application money tendered with this Application.
- (iii) In the event the Applicant becomes successful in the Allotment as per the procedure provided hereunder, the Applicant agrees to sign and execute the allotment letter (hereinafter "Allotment Letter") and the Agreement For Sale/Builder Buyer's Agreement (hereinafter "Agreement") as prescribed under HRERA Rules within the time frame as provided by The LLP Firm/Developer. The Applicant hereby agrees to abide by all the prescribed terms and conditions set forth in the said Allotment Letter and the Agreement and to comply with all the statutory requirements as applicable and adhere to all the applicable laws.

In case of any discrepancy or an overlap between the terms in this Application, Allotment Letter and Agreement, the terms envisaged under the Agreement would prevail and such understanding is explicitly accepted by the Applicant.

That the Applicant has applied for booking of the Plot with the complete knowledge of the laws, notifications, rules and regulations applicable to the Plot under the Policy and other applicable laws and has fully satisfied himself/ herself about the right and title of The LLP Firm/Developer in the Plot.

Sole Applicant/ First Applicant

Signature

Co-Applicant(s)

Signature

My / Our Particulars are as under:

Sole / First Applicant

Name: Mr./Ms./Mrs.

Son/Wife/Daughter of

Date of Birth

Nationality

Occupation

Residential Status: Resident Non Resident.....

PAN Number:

Aadhar Card No

Permanent Address

.....

.....

.....

Communication Address

.....

.....

E-Mail

Telephone No.:

Mobile No.:

Applicant's Name (As in Bank Account):

Name of Applicant's Bank:

IFSC Code of the Bank:

Bank Account No.:

Branch Address:.....

.....



Note: - Cancellation/refunds will be processed through above mentioned bank account. In case of any discrepancy in the captioned details, Applicant shall be solely responsible.

Sole Applicant/ First Applicant

Signature

Co-Applicant(s)

Signature

Co- Applicant/ Second Applicant:

Name: Mr./Ms./Mrs.

Son/Wife/Daughter of

Date of Birth

Nationality

Occupation

Residential Status: ResidentNon Resident.....

PAN Number:

Aadhar Card No

Permanent Address

.....

.....

.....

Communication Address

.....

.....

.....

E-Mail

Telephone No.:

Mobile No.:

Applicant's Name (As in Bank Account):

Name of Applicant's Bank:

IFSC Code of the Bank:

Bank Account No.

Branch Address:

.....



Sole Applicant/ First Applicant

Signature

Co-Applicant(s)

Signature

Co- Applicant/Third Applicant:

Name: Mr./Ms./Mrs.

Son/Wife/Daughter of

Date of Birth

Nationality

Occupation

Residential Status: ResidentNon Resident.....

PAN Number:

Aadhar Card No

Permanent Address

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.....

Communication Address

.....

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E-Mail

Telephone No.:

Mobile No.:

Applicant's Name (As in Bank Account):

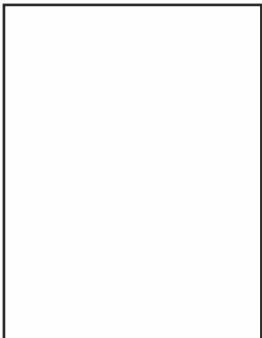
Name of Applicant's Bank:

IFSC Code of the Bank:

Bank Account No.

Branch Address:

.....



Sole Applicant/ First Applicant

Signature

Co-Applicant(s)

Signature

IN CASE OF APPLICANT OTHER THAN INDIVIDUAL:

Applicant Name:

Status: Company Partnership Firm Proprietorship Firm HUF

CIN/Registration No.:

Date of Incorporation:

Nationality

Nature of Business:

PAN No. of Applicant:

Authorised Signatory:

Aadhar Card No.:

PAN No.

Permanent Address

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Communication Address

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E-Mail

Telephone No.:

Mobile No.:

Applicant's Name (As in Bank Account):

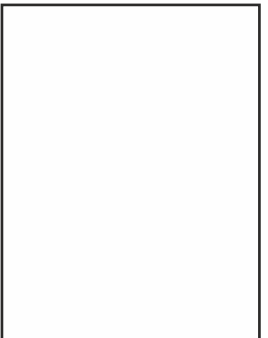
Name of Applicant's Bank:

IFSC Code of the Bank:

Bank Account No.

Branch Address:

.....



Note: - Cancellation/refunds will be processed through above mentioned bank account. In case of any discrepancy in the captioned details, Applicant shall be solely responsible.

Sole Applicant/ First Applicant

Co-Applicant(s)

Signature

Signature

PROJECT NAME – GREEN VALLEY 2

BLOCK NAME		PLOT NUMBER		AREA	SQ.YDS.
	RATE PER SQ YARDS (in Rs.)		Amount (in Rs)		
Basic Sale Price (BSP)					
EDC/IDC					
TOTAL PRICE OF THE PLOT					
IFMS					
Possession Charges (Approx.)					
Total Price in words:	(Rupees.....Only)				

*1 Square Yard =0.836 Square Meter

*Interest Free Maintenance Security (IFMS) & Possession Charges with GST are not included in Total Price of the Plot and payable on “Offer of Possession”.

*Possession Charges mentioned above are tentative and subject to increase/decrease as per actual.

*Power back up facility may be availed by the Applicant subject to available load and payment of such charges with applicable GST/Taxes, as may be decided by the LLP Firm/Developer.

PAYMENT PLAN (as per Annexure – I)	
------------------------------------	--

I/WE HEREBY DECLARE THAT I/WE HAVE GONE THROUGH AND UNDERSTOOD THE TERMS AND CONDITIONS MENTIONED OVERLEAF AND SHALL ABIDE BY THE SAME.

Mode of Booking: Direct Broker Signature & Stamp.....

If through Broker, please fill in the below details:

Broker’s Name:.....

Firm Name:.....

Address:

HRERA Registration No.....

Contact No.:Email ID:

Sole Applicant/ First Applicant

Co-Applicant(s)

Signature

Signature

DECLARATION

- i. I/we declare that in case the cheque submitted along with this Application towards Booking Amount gets dishonored due to any reason whatsoever, my/our Application shall be treated as “not submitted” at all and I/we shall not be entitled for allotment of Plot.
- ii. I/we have read and understood the aforesaid Policy & RERA (Act, Rules and Regulations), which is available on the website of DGTCP and undertake to remain bound by the same.
- iii. Further, I/ We understand that after allotment of the plot, I/we shall be required to make the payments in accordance with the Payment Plan (as per Annexure - I).
- iv. I/we further declare that The LLP Firm/Developer has answered all the queries raised by me/us. Hence, I/we are making this Application after being fully satisfied with the answer given by The LLP Firm/Developer.
- v. The Applicant authorizes The LLP Firm/Developer to make refunds (if any) through cheque/demand draft issued in the name of first Applicant only. Refunds, made to first Applicant shall discharge The LLP Firm/Developer of its obligations towards Co- Applicant(s) also.
- vi. The Applicant declares that the particulars given herein above are true and correct to my/our knowledge. I/we have read and understood the attached terms and conditions and undertake to be bound by the same.
- vii. That the Applicant has applied for booking of the Plot with the complete knowledge of the laws, notifications, rules and regulations applicable to the Plot and has fully satisfied himself/ herself about the rights and title of The LLP Firm/ Developer in the Project.
- viii. Further, that the Applicant hereby undertakes that he/ she shall abide all laws, rules and regulations and terms and conditions as made applicable to the Plot by the competent authorities or any Act made regarding the allotment/ possession of property in India.

I/we are submitting following documents along with this Application

- 1. Self-attested copy of address proof [Aadhar Card/Voter’s I-D card/Passport]
- 2. Self-attested copy of PAN Card

Sole Applicant/ First Applicant

Signature

Co-Applicant(s)

Signature

TERMS AND CONDITIONS FOR BOOKING OF THE RESIDENTIAL PLOT IN THE PLOTTED COLONY PROPOSED TO BE DEVELOPED BY THE LLP FIRM/DEVELOPER, LION INFRADEVELOPERS LLP AT SECTOR – 6, SOHNA, GURUGRAM, HARYANA UNDER THE DEEN DAYAL JAN AWAS YOJNA – 2016 OF THE GOVERNMENT OF HARYANA BEARING NOTIFICATION NO. PF-27A/2700 dt. 08/02/2016

1. NATURE OF BOOKING

- a) This is an application for provisional booking of a Residential Plot in the Deen Dayal Jan Awas Yojna Colony namely **“Green Valley 2”** situated at Sector -6, Sohna, Gurugram, Haryana, India proposed to be developed by **Lion Infradevelopers LLP**.
- b) This provisional booking does not convey in favour of Applicant any right, title or interest of whatsoever nature unless and until the conveyance deed is executed in favour of the Applicant.
- c) This provisional booking shall be confirmed by The LLP Firm/Developer only when the Applicant shall sign and execute the Allotment Letter, make the payment of Allotment Money along with applicable taxes, if any and shall enter into the registered Agreement.

2. PROJECT LAND TITLE, LICENCES AND LOCATION

- (a) The Applicant has applied for allotment of Plot with full knowledge and subject to all the laws/ notifications(s) and rules applicable in general, which have been explained by The LLP Firm/Developer to the Applicant in vernacular language and duly understood by the Applicant.
- (b) The Applicant has examined and fully satisfied himself/herself/themselves about the rights, interest and the title of The LLP Firm/Developer in the said land and has understood that The LLP Firm/Developer, Lion Infradevelopers LLP vide (1) Collaboration Agreement No. 12855 dated 27-03-2023 with Nitika Propmart Pvt. Ltd. and Sh. Jatin Lohia S/o Sh. Ravinder Singh Lohia, (2) Collaboration Agreement No. 2817 dated 01-10-2013 between Smt. Sukhpali W/o Satbir Singh and M/s Nitika Propmart Pvt. Ltd., registered GPA Vasika No. 88 dated 01-10-2013 and registered Supplementary Agreement vide Vasika no. 11361 dated 07-02-2023 followed by registered Assignment Agreement vide Vasika No. 13068 dated 31-03-2023 which was further confirmed by Mrs. Sukhpali vide registered SPA Vasika No. 33 dated 03-08-2023 and (3) Collaboration Agreement No. 12397 dated 15-03-2023 with Sh. M. R. Lohia S/o Sh. Phool Singh & Smt. Satyawati W/o Sh. M. R. Lohia, as per which the Project/ the Residential Plotted colony will be developed and has understood all limitations and obligations in respect thereof. The Applicant agrees and accepts to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by DGTCP and/or by any other competent authorities in this regard to The LLP Firm/Developer.
- (c) The Applicant has inspected the site where the Plot is proposed to be developed. The Applicant has not merely relied or been influenced by any architect’s plan, sales plan, sales brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by The LLP Firm/Developer and has taken his/her/their personal judgment prior to booking the Plot.

3. APPLICABLE LAWS

- a) The Project **“Green Valley 2”** is governed by the **DEEN DAYAL JAN AWAS YOJNA – 2016** of **THE GOVERNMENT OF HARYANA bearing Notification No. PF-27A/2700 dt. 08/02/2016** and subsequent amendments therein (Policy). All the terms and conditions of the Policy shall be applicable on the Plot allotted under the Application. The Applicant undertakes to abide by all applicable laws including any bye laws, rules and regulations including the Real Estate (Regulation and Development) Act 2016 and the rules framed thereunder (“Real Estate Act”).
- b) The Developer shall comply Rule 24, 26, 27 and 28 of Haryana Development and Regulation of Urban Areas Rules, 1976 and Section 5 of Haryana Development and Regulation of Urban Areas Act (HDRU), 1975.
- c) The Applicant shall have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State and shall be entitled to use common areas as permissible under the applicable law and right in the common areas as per provisions of HDRU Act, 1975(8 of 1975).

Sole Applicant/ First Applicant

Co-Applicant(s)

Signature

Signature

4. ALLOTMENT

- (a) Only such applications shall be considered which are complete and fulfill the criteria laid down in the Policy. However, it is possible that some of the application forms have certain minor deficiencies viz., missing entry on the application form, illegible copies of certain documents. Applicant may be granted an opportunity of removing the shortcomings in their application in all respects within a period of 15 days, failing which their claim shall stand forfeited.
- (b) The Allotment Letter/ Agreement shall be executed by The LLP Firm/Developer after realization of money due on Allotment along with applicable taxes etc. However issuance of Allotment Letter/Agreement shall not confer any claim/right to the Applicant until all the terms and condition of Application Form and/or Allotment Letter/Agreement are fulfilled and complied by the Applicant, failing which this booking shall be cancelled.

5. CHANGES IN THE DRAWINGS/DESIGNS AND ADDITIONS & ALTERATIONS

The Applicant has seen the Zoning Plan, Layout Plan, area of plot etc. and has been made aware of and accepts that the zoning plan, layout plan, area of Plot are tentative and that there may be variations, deletions, additions, alterations made by The LLP Firm/Developer as it may in its sole discretion deem fit and proper, or by or pursuant to requirements of a Governmental Authority, which may involve changes, including change in the zoning plans for the Project, nature of facilities to be provided in the Project in accordance with the policy. The Applicant has understood and agreed that after the completion of development of the Plot and the occupation certificate/ part occupation/completion Certificate (as the case may be) is granted by the competent authority, The LLP Firm/Developer shall confirm the Layout/Plot Area of the Plot. All such adjustments in the amounts payable or refundable as the case may be shall be made at the same rates as agreed herein.

6. CONSIDERATION, TAXES AND PAYMENT OF DUES

- (a) The total price (as defined in the terms and conditions in Agreement) shall be payable on the date/milestone as specifically mentioned in the “payment plan” as annexed. The rate of External Development Charges (EDC)/ Infrastructure Development Charges (IDC) component as mentioned above is applicable as on date. In case of any future amendment/change or upward revision of the EDC/IDC being levied, whether prospectively or retrospectively, due to a change in legislation or otherwise demanded by any authority, on the Project and/or Plot, you shall be liable to pay such additional/revised amount in proportion to the area of the Plot, as per the demand letter issued by the LLP Firm/Developer at that time.
- (b) The Total Price includes Taxes (Cess or any other taxes/fees/charges/levies etc. which may be levied, in connection with the development of the Project) paid/payable by the Developer up to the date of handing over the possession of the Plot for Residential usage to the Applicant or the competent authority, as the case may be, after obtaining the necessary approvals from the competent authority for the purposes of such possession. However, the GST, if applicable at all, shall be payable by the Applicant, in addition to the Total Price, as per the applicable statute;

Provided that, in case there is any change/modification in the taxes/charges/ fees/levies etc., the subsequent amount payable by the Applicant to The LLP Firm/Developer shall be increased/decreased based on such change/modification.
- (c) All payments shall be made through Demand draft/Cheque/NEFT/RTGS etc. in favour of “**Lion Infradevelopers LLP A/c – Green Valley 2**”. The Applicant must specify their name, address, customer ID, mobile no. and Project name on the back side of demand draft/cheque accepted by The LLP Firm/Developer and The LLP Firm/Developer shall be deemed to have accepted such cheque/demand draft subject to their realization.
- (d) All payments should be deposited only at the office of The LLP Firm/Developer. The LLP Firm/Developer shall not be responsible/accountable for any payment made to agent/broker/any third person. The Applicant must insist for duly signed receipt from the authorized personnel of The LLP Firm/Developer, after realization of the payment instrument.
- (e) The Applicant, on becoming a successful allottee in the manner as provided in this Application, shall be liable to pay the total price for the Plot based on Plot Area.

Sole Applicant/ First Applicant

Co-Applicant(s)

Signature

Signature

- i. The Total Price includes the Booking Amount paid by the Applicant to The LLP Firm/Developer towards the aforesaid Plot.
- ii. The Applicant has to deposit 10% of the Total Price along with the Application. The Applicant will be required to deposit the balance amount as per Payment Plan annexed as per Annexure-I). In case of transfer/assignment, amount due till the date of assignment shall be cleared. Subsequent instalments will be paid by the Assignee/transferee and shall be payable as per payment plan annexed. Any default in payment will bear penal interest as provided in rule 15 of the Haryana Real Estate Regulatory Authority, Rules, 2017.
- (f) The LLP Firm/Developer shall periodically intimate in writing to the Applicant the amount payable as stated above, the Applicant shall make payment as demanded by The LLP Firm/Developer within the time and in the manner specified therein. In addition, The LLP Firm/Developer shall provide to the Applicant the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with copy of any new amendment in the acts/rules/notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective. In case there is any change or modification in the rate of any applicable taxes/ fees/ charges/ levies etc., the subsequent amount payable by the Applicant to The LLP Firm/Developer shall be increased or decreased based on such change or modification. Provided further that GST is applicable on interest, late fees and penalty on delayed payment, pursuant to foregoing interest, late fees and penalty on delayed payment along with GST applicable thereon will be computed and will be payable as and when the Applicant will make such payments to The LLP Firm/Developer against these charges. Provided further that if there is any increase in the rate of taxes / fees/ charges/ levies etc. after the expiry of the scheduled date of completion of the Project as per registration with the competent authority, which shall include the extension of registration, if any, granted to the Project by the competent authority, as per the Real Estate Act, the same shall not be charged from the Applicant.
- (g) In case of delayed payment of installments/any other dues by the Applicant, the Applicant shall be liable to pay interest as provided in Rule 15 of the Haryana Real Estate Regulatory Authority Rules, 2017.
- (h) The Applicant shall clear all the dues towards the Plot, before taking possession of the Plot.

7. LOANS

- (a) The Applicant shall have no objection in case The LLP Firm/Developer creates a charge on the Project land during the course of development of the Project for raising loan from any bank/financial institution. However, such charge, if created, shall be vacated before handing over possession of the Plot to the Applicant.
- (b) The Applicant may avail loan from financial institutions to finance the Plot. However, if a particular financing institution or 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. In case there is delay in processing the loan in favour of the Applicant due to any reason what-so-ever and consequently the payments of installments are delayed by the Applicant to The LLP Firm/Developer, the Applicant agrees and accepts to make the payment of accrued interest to The LLP Firm/ Developer, unconditionally.

8. CANCELLATION

- (a) If the Applicant fails to make payments for two consecutive demands made by the LLP Firm/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the applicant shall be liable to pay interest to The LLP Firm/Developer on the unpaid amount at the rate prescribed in the Rules;
- (b) In case of default in payment by the Applicant under the conditions listed above continues for a period beyond ninety days after notice from The LLP Firm/Developer in this regard, The LLP Firm/Developer may cancel the allotment of the Plot in favour of the Applicant and refund the money paid by the Applicant by forfeiting the booking amount and interest component on delayed payment. The rate of interest payable by the Applicant shall be the rate of interest as provided in Rule 15 of the Haryana Real Estate Regulatory Authority Rules, 2017 i.e. the State Bank of India highest Marginal Cost of Lending Rate plus two percent. In case of cancellation of plot after 30th September of the next financial year, GST paid, if any and/or due upto preceding Financial years as per Applicable Laws, shall be deducted and the balance amount shall be refunded to the Applicant within 90 days of such cancellation. Thereafter, the liability of The LLP Firm/Developer arising out of such allotment stands terminated and satisfied; Provided that The LLP Firm/ Developer shall intimate the Applicant about such termination at least 30 days prior to such termination.

Sole Applicant/ First Applicant

Co-Applicant(s)

Signature

Signature

In case of surrender/cancellation of the plot after 30th September of the next financial year, GST paid and/or due upto preceding Financial years along with Booking amount and interest due etc. as per Applicable Laws shall be deducted and the balance amount shall be refunded to the Applicant.

9. CONVEYANCE OF THE PLOT

The Applicant shall get the conveyance deed for the Plot executed in his favour from The LLP Firm/Developer after paying stamp duty, registration fee and other charges/expenses, as applicable in this regard.

10. POSSESSION

- (a) Possession of Plot shall be offered by The LLP Firm/Developer on or before 30-06-2028 unless there is delay due to “force majeure” such as war, flood, drought, fire, cyclone, epidemic, pandemic, earthquake or any other calamity caused by nature, etc., court orders, governmental policy/guidelines, NGT/any government department’s/ regulatory authority’s action/ inaction/ or omission/decision affecting the regular development of the Project. If the completion of the Project is delayed due to the above condition/s, then the Applicant agrees that The LLP Firm/Developer shall be entitled to the extension of time for delivery of possession of the Plot and The LLP Firm/Developer shall not be liable to pay any penalty/ interest/ compensation etc. for such extended period.
- (b) Upon receipt of the occupation certificate/completion certificate or part thereof in respect of the Project, The LLP Firm/ Developer shall issue a written notice offering the possession of the Plot (“Possession Notice/Offer of Possession”) to the Applicant within three months from the date of above approval. Upon receiving the Possession Notice from The LLP Firm/Developer, the Applicant shall take possession of the Plot from The LLP Firm/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement and The LLP Firm/Developer shall give possession of the Plot to the Applicant. In case the Applicant fails to take possession within the time provided in the Possession Notice/Offer of Possession, such Applicant shall continue to be liable to pay maintenance charges and holding charges in terms of the Agreement.
- (c) The Plot shall be used only for the residential purposes. After handing over of the possession of the Plot by The LLP Firm/Developer, the Applicant shall himself be responsible for maintaining the Plot.
- (d) The Applicant shall be entitled only to the area enclosed within the peripheral Area of the Plot. The Applicant shall not keep any material in the common areas of the Project. The Applicant shall be entitled to use the common areas of the Project along with other allottees for such purposes for which such common areas have been developed.

11. MAINTENANCE

- (a) The LLP Firm/Developer shall from the date of grant of completion certificate/occupation certificate of the Project or part thereof shall initially maintain the Project, either itself or through some Maintenance Agency until the maintenance of the Project is handed over to the “Association of allottees” for maintenance. After such handing over, engaging any maintenance agency for such maintenance works shall be at the sole discretion and terms and conditions finalized by the “Association of allottees” constituted under the Haryana Ownership Act 1983.
- (b) The Applicant shall bear costs of consumption of electricity and water for his Plot as well as the proportionate running cost (i.e., electricity, water, manpower & consumables) for providing common services and facilities in the Project with effect from the date of handing over possession of Plot by The LLP Firm/Developer. The Applicant agrees to pay the maintenance charges as may be determined and this maintenance charges shall be independent of and in addition to the actual consumption charges of utilities like electricity, water, manpower etc.

12. FORCE MAJEURE

(a) The development of the Project/ Residential Plot is subject to any event or combination of events or circumstances beyond the reasonable control of The LLP Firm/Developer which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects The LLP Firm/Developer’s ability to perform including but not limited to the following:

- I. Act of God i.e. fire, drought, flood, cyclone, earthquake, epidemics, pandemics, natural disasters or any other calamity caused by nature;
- II. Explosions or accidents, air crashes and shipwrecks;

Sole Applicant/ First Applicant

Co-Applicant(s)

Signature

Signature

- III. Strikes or lock outs, industrial disputes, lockdowns due to government regulation;
 - IV. Non-availability of cement, steel or other construction/raw material or labour due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
 - V. War and hostilities of war, riots, bandh, act of terrorism or civil commotion;
 - VI. The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order, governmental policy/guidelines, NGT/any government department's or regulatory authority's action, inaction, decision or direction from any governmental or statutory authority that prevents or restricts The LLP Firm/Developer from complying with any or all the terms and conditions as agreed in the Agreement; or
 - VII. Any legislation, order or rule or regulation made or issued by the Government or any Authority or if any Governmental Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals/certificates for the Project/Plot or if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority(ies) becomes subject matter of any suit / writ before a competent court or; for any reason whatsoever;
 - VIII. Any event or circumstances analogous to the foregoing.
- (b) The Applicant agrees and confirms that in the event it becomes impossible for The LLP Firm/Developer to implement the Project due to Force Majeure Events and above mentioned conditions, then this allotment shall stand terminated and The LLP Firm/Developer shall refund to the Applicant the entire amount received by The LLP Firm/Developer from the Applicant within ninety days of termination. The LLP Firm/Developer shall intimate the Applicant about such termination at least thirty days prior to such termination. After refund of the money as paid by the Applicant, the Applicant agrees that he/ she shall not have any rights, claims etc. against The LLP Firm/Developer and that The LLP Firm/Developer shall be released and discharged from all its obligations and liabilities.

13. EVENTS OF DEFAULT

Subject to the Force Majeure Events, Court Orders, Government policy/ guidelines/ decisions, The LLP Firm/ Developer shall be considered under a condition of default, in the following events:

- (a) The LLP Firm/Developer fails to provide possession of the developed Residential Plot to the Applicant within the time period specified above or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the concerned authority. For the purpose of this clause, 'fully developed possession' shall mean that the Plot shall be complete in all respects including the provision of all amenities and facilities as agreed to between the parties and for which occupation/completion certificate or part thereof has been issued by the competent authority;
- (b) Discontinuance of The LLP Firm/Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Real Estate Regulation Act or the rules or regulations made thereunder.
- (c) **In case of default by The LLP Firm/Developer under the conditions listed above, Applicant is entitled to the following:**
 - I. Stop making further payments to The LLP Firm/Developer as demanded by The LLP Firm/Developer. If the Applicant stops making payments, The LLP Firm/Developer shall correct the situation by completing the development milestones and only thereafter the Applicant be required to make the next payment without any interest for the period of such delay; or
 - II. The Applicant shall have the option of terminating the allotment of Plot/Agreement in such case The LLP Firm/ Developer shall be liable to refund the entire money paid by the Applicant whatsoever towards the purchase of the Plot along with an interest as provided in rule 15 of the Haryana Real Estate Regulatory Authority, Rules, 2017, within ninety days of receiving the termination notice. Provided that where an Applicant does not intend to withdraw from the Project or terminate the allotment of the Plot/Agreement, he shall be paid interest as provided in rule 15 of the Haryana Real Estate Regulatory Authority, Rules, 2017 by The LLP Firm/Developer for every month of delay till the handing over of the possession of the Plot, within ninety days of it becoming due.

Sole Applicant/ First Applicant

Co-Applicant(s)

Signature

Signature

Subject to the Force Majeure Events, Court Orders, Government Policy(ies)/Guidelines/Decisions, The Applicant shall be considered under a condition of default in the following events:

- a) Dishonor of any cheque(s) including post-dated cheques given by the Applicant to The LLP Firm/ Developer for any reason whatsoever;
- b) Failure to execute the agreement, conveyance deed, maintenance agreement and/or any other document required to be executed with The LLP Firm/Developer within such timelines as stipulated by The LLP Firm/Developer in terms of the Agreement/Application;
- c) Applicant fails to take possession of the Plot within the time provided herein above;
- d) Failure to pay any taxes and other charges including stamp duty, legal charges, registration charges, any incidental charges etc. in terms of the Agreement/Application;
- e) Any other breach of the provision under Agreement/Application/ Policy by the Applicant.

In case of an event of default committed by an Applicant in terms of sub clause (i) above, The LLP Firm/ Developer will have the following options (exercisable individually or jointly at the sole discretion of The LLP Firm/Developer):

- a) The Applicant shall be liable to pay interest as provided in rule 15 of the Haryana Real Estate Regulatory Authority, Rules, 2017 for the period of delay.
- b) In case of payment of delayed installment as per the Payment Plan, the payment so made by the Applicant shall first be adjusted towards interest accrued on previous outstanding amounts and only thereafter the balance payment shall be adjusted towards the current outstanding amounts.
- c) In the event the Applicant fails to make the payment of two consecutive demands made by The LLP Firm/Developer as per the payment plan annexed hereto, despite having been issued notice in this regard, the Applicant shall be liable to pay interest to The LLP Firm/Developer on the unpaid amount at the rate prescribed in the Rules.
- d) In case of Default by Applicant under the condition listed above continues for a period beyond ninety days after notice from The LLP Firm/Developer in this regard, The LLP Firm/Developer may cancel the allotment of the Plot in favour of the Applicant and refund the money paid by the Applicant after forfeiture of booking amount and interest component on delayed payment. The rate of interest payable by the Applicant shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent. In case of cancellation of plot after 30th September of the next financial year, GST paid if any and/or due upto preceding Financial years as per applicable laws shall be deducted and the balance amount shall be refunded to the Applicant within ninety days of such cancellation. On such default, the Agreement and the liability of The LLP Firm/Developer arising out of the same stands terminated; Provided that The LLP Firm/ Developer shall intimate the Applicant about such termination at least 30 days prior to such termination.
- e) In case of such cancellation, the Applicant shall have no lien or claim on the Plot and The LLP Firm/Developer will be entitled to sell, convey or transfer the Plot to any party at its sole discretion.

14. COMMUNICATION AND CHANGE OF ADDRESS

- (a) The Applicant shall get his/her/their complete address registered with The LLP Firm/Developer at the time of booking and it shall be his/her/their responsibility to inform The LLP Firm/Developer in writing by registered AD letter for any change in their mailing or permanent address. If he fails to do so, 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 at such address and he shall be responsible for any default in making payment and other consequences that might occur therefrom.

Sole Applicant/ First Applicant

Co-Applicant(s)

Signature

Signature

- (b) The Applicant hereby undertakes to inform The LLP Firm/Developer of any change in his/her/their address or any other particular/information as given above, in writing, failing which the particulars available in the Application shall be deemed to be correct and all the letters or any kind of communication sent at the recorded address by The LLP Firm/Developer shall be deemed to have been received by the Applicant and shall not be subject to any dispute of any nature. In case of any default in communication due to incorrect information, the Applicant shall be liable to borne all the cost and expenses.
- (c) In case of joint Applicant, The LLP Firm/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. All such letters/notices and communications so sent to the sole/first Applicant shall be deemed to have been duly received by all Applicant within 5 days from the date of dispatch. The LLP Firm/Developer shall not be liable to send separate communication, letters and notices to the second Applicant or to Applicant other than the first Applicant.

15. DISPUTE RESOLUTION

- (a) All or any dispute arising out or touching upon or in relation to the terms and conditions of this Application/ Agreement including the interpretation and validity of the terms and conditions thereof and the respective rights and obligations of the parties shall be resolved through conciliatory process. The LLP Firm/Developer’s representative shall resolve the dispute in an amicable manner by mutual discussion between the Parties. The said process will be mandatory. At least, 30 days period would be given for resolving the dispute between the parties. In case, the dispute is not resolved through conciliatory mode, the aggrieved party may opt for the appropriate legal remedy in accordance with law.
- (b) The Courts/Forum/Authority at Gurugram shall have exclusive jurisdiction to entertain the disputes between the parties hereto.

Sole Applicant/ First Applicant

Signature

Co-Applicant(s)

Signature

ANNEXURE - I

PAYMENT PLAN

Sole Applicant/ First Applicant

Signature

Co-Applicant(s)

Signature



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