



# SARAS CITY

SECTOR-21, JHAJJAR, HARYANA

HRERA-PKL-JJR-323-2022 DATED 01.07.2022



AFFORDABLE &  
RESIDENTIAL  
PLOTS

**PLOTS**  
(121.99 - 172.39) SQ YARDS



DEEN DAYAL  
JAN  
AWAAS  
YOJNA

HRERA-PKL-JJR-323-2022 DATED 01.07.2022





**HRERA REGISTRATION No. HRERA-PKL-JJR-323-2022 Dated 01.07.2022**  
**APPLICATION FOR ALLOTMENT OF RESIDENTIAL PLOTS**  
**UNDER DEEN DAYAL JAN AWAS YOJNA**

To

M/s ADM DEVELOPERS  
Plot No. 559, 2<sup>nd</sup> Floor, Sector 39  
Gurugram, Haryana

Dear Sir,

I/We request that I/we may be provisionally allotted a Residential Plot No..... having Area of ..... Sqyds ("Plot") as per Deen Dayal Jan Awaz Yojna Affordable Plotted Housing Policy, 2016 notified by Government of Haryana vide Notification No. PF-27A/2700 dated 08.02.2016 and any amendments thereto ("Policy") which is part of the Residential Colony / Project "**SARAS CITY**" over an area measuring 10.3125 Acres located in the revenue estate of Village Bidsunarwala, Sector 21, Tehsil and District Jhajjar, Haryana, India ("Project") developed under **License No. 06 of 2022 dated 19.01.2022** endorsed in favour of **M/s ADM DEVELOPERS** vide Endst. No. LC-4479-JE(MK)-2022/1583-96 dated 20.01.2022 under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 and rules framed thereunder.

A sum of (INR) \_\_\_\_\_ (Rupees \_\_\_\_\_ only) has been tendered along with this Application as part of booking amount for the Plot vide Cheque/Banker's Cheque bearing no(s) \_\_\_\_\_ Dated \_\_\_\_\_ Drawn on Bank \_\_\_\_\_ payable at branch \_\_\_\_\_ or through electronic transfer vide NEFT/RTGS/ UTR No. \_\_\_\_\_

1) ACCOUNT NAME	ADM DEVELOPERS COLLECTION ACCOUNT
2) BANK NAME	AXIS BANK
3) A/C No.	922020041677594
4) IFSC CODE	UTIB0000791
5) BRANCH	AXIS BANK LTD., SECTOR-15, GURUGRAM

Sole/First Applicant

Second Applicant, If any



I/We agree to make timely payment of all the instalments of the Total Consideration along with Taxes (as mentioned in 'Schedule-III' hereinafter) and other charges, as per the Payment Plan (as mentioned in 'Schedule-IV' hereinafter) that I/we have opted for, and which has been duly explained in detail to me/us by Company to my/our satisfaction and I/we confirm having fully understood the same. I/We hereby agree and undertake to have fully understood the legal effect and implications of all the terms and conditions stated hereinafter and confirm to have made this Application based on my/our independent analysis and judgment regarding the same. The Applicant acknowledges that he is aware of the option of reading the Draft Agreement before making this Application Form. The Applicant confirms having understood that since the Project is proposed to be developed in a phase-wise manner certain facilities and services might be available in accordance with the phase-wise construction of the Project and shall be available as the development progresses.

I/We have applied with full knowledge and understanding of all the laws, notifications and rules as are applicable to the State of Haryana and the area in general and the Project in particular, which also have been duly explained by the Company and understood by the Applicant. My/our particulars are stated are mentioned in 'Schedule-I'. I /We have attached herewith the documents required to be submitted, as mentioned in 'Schedule-II'. All communications sent by the Company on the E-mail address provided by the Applicant herein shall be deemed to have been duly served.

CHANNEL PARTNER'S/ REAL ESTATE AGENT'S  
NAME & ADDRESS (As registered with Haryana Real  
Estate Regulatory Authority):

Phone No.:

Email ID:

Channel Partner's / Real Estate Agent's Seal and Signature :

Sole/First Applicant

Second Applicant, If any



**DECLARATION:**

I/ We have fully read and understood the above-mentioned terms and conditions and which shall be comprehensively elucidated in the Agreement. The Company has readily provided all explanations and clarifications to me/us as sought by me/us and after giving careful consideration to all facts, terms and conditions;

I/ we have now signed this Application Form and paid the part booking amount after being fully aware and conscious of my/our duties, liabilities and obligations. I/We further undertake and assure the Company that in the event of rejection of the Application, I/ we shall have no right, interest or lien on the said Plot, if any and in such an event, I/we shall solely be liable to the Channel Partner/ Real Estate Agent, if any, through whom this Application and/or booking of the Plot has been made by me/us.

I / We hereby confirm and agree that the Company shall be liable and responsible only for and in relation to the written communication through its authorized personnel and Company, its officials and authorised representatives shall in no manner be liable and bound by any communication in any form exchanged between the Applicant and any Channel Partner, real estate agent and/ or any third parties and/or person and/or any agreement or understanding arrived at with the aforesaid persons. I/We hereby confirm that I/we are applying for allotment of the above Plot to augment my/our investments as an investor(s)

I/we hereby confirm and agree that I/we shall be liable and responsible to sign a separate maintenance agreement with the Company and will be bound to abide by the rules and regulations of signed maintenance agreement.

Sole/First Applicant

Second Applicant, If any



Schedule-I

Particulars of The Applicant(s)

My/our particulars are given below for your reference and record:

1. Sole or First Applicant

Name: Mr./Ms./M/s.	<input type="text"/>	
Son/Wife/Daughter of	<input type="text"/>	
Nationality	<input type="text"/>	
Date of Birth	<input type="text"/> Anniversery Date <input type="text"/>	
Business/Profession	<input type="text"/>	
Residential Status	Resident <input type="checkbox"/> Non Resident <input type="checkbox"/> Foreign National <input type="checkbox"/> Person of Indian Origin <input type="checkbox"/>	
Income-Tax Permanent Account No. (Photocopy of PAN Card to be attached)		
	<input type="text"/>	
UID/ Aadhaar No.	<input type="text"/>	(only in case of) Resident <input type="checkbox"/> Non-Resident <input type="checkbox"/>
Mailing Address:	<input type="text"/>	
PIN Code:	<input type="text"/>	
Tel. No. Fax No.	<input type="text"/>	
E-mail Id.	<input type="text"/>	Mobile No. <input type="text"/>
Permanent Address		
	<input type="text"/>	
	<input type="text"/>	
PIN Code:	<input type="text"/>	
Tel. No. Fax No.	<input type="text"/>	
E-mail Id.	<input type="text"/>	Mobile No. <input type="text"/>

DECLARATION: I/We, the Applicant/s, hereby affirm and declare that the above particulars/information is/are true and correct and nothing has been concealed there from. I/We confirm that in case any of the information and details given by me/us in this Application or otherwise is incomplete or is found incorrect or false or misleading at any stage, the Company shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if done and/or terminate/cancel the Agreement, if executed without any liabilities and penalties.

Sole/First Applicant

Second Applicant, If any



**Particulars of The Applicant(s)**

My/our particulars are given below for your reference and record:

**2. Second Applicant**

Name: Mr./Ms./M/s.	<input type="text"/>	
Son/Wife/Daughter of	<input type="text"/>	
Nationality	<input type="text"/>	
Date of Birth	<input type="text"/> Anniversary Date <input type="text"/>	
Business/Profession:	<input type="text"/>	
Residential Status	Resident <input type="checkbox"/> Non Resident <input type="checkbox"/> Foreign National <input type="checkbox"/> Person of Indian Origin <input type="checkbox"/>	

Income-Tax Permanent Account No. (Photocopy of PAN Card to be attached)

UID/ Aadhaar No.  (only in case of) Resident  Non-Resident

Mailing Address:

PIN Code:

Tel. No. Fax No.

E-mail Id.  Mobile No.

Permanent Address

PIN Code:

Tel. No. Fax No.

E-mail Id.  Mobile No.

**DECLARATION:** I/We, the Applicant/s, hereby affirm and declare that the above particulars/information is/are true and correct and nothing has been concealed there from. I/We confirm that in case any of the information and details given by me/us in this Application or otherwise is incomplete or is found incorrect or false or misleading at any stage, the Company shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if done and/or terminate/cancel the Agreement, if executed without any liabilities and penalties.

Sole/First Applicant

Second Applicant, If any



Schedule-II

DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM ;

It is mandatory to affix recent passport size COLOUR photograph of all the Applicant(s) in designated places in the Application.

Documents to be submitted:

Resident of India

- Copy of self attested PAN Card.
- Copy of self attested Aadhar Card.
- Photograph.
- Current Address Proof.
- Permanent Residential Address.
- Identity Proof (Copy of Passport, Election card, Driving License, or any other Govt. Id).
- Proof of Citizenship.
- Any other document/certificate as may be required by the Company.

Sole/First Applicant

Second Applicant, If any



Schedule-III

**PRICE AND PAYMENT SCHEDULE**

**Total Price Payable:**

I	Cost of the Plot :			Amount (in Rs.)
	Basic Cost of the Plot			
	PLC Charges (if any)			
II	Other Charges :			
	Water Connection Charges			7,500
	Electricity Connection Charges			10,000
	Sewer Connection Charges			12,500
	Storm Water Connection Charges			10,000
	Front & Rear Boundary wall charges			
	Type	Size of Plots (Sq.Yds.)	Boundary wall Charges (in Rs.)	
	A	100-120	14,500	
	B	121- 140	16,500	
	C	141-180	19,500	
	GST @18 % on above			
III	Legal/Administrative Charges			15,000
	GST @18% on above			2,700
IV	Total Due Amount (I+II+III)			

\*\*Stamp Duty & registration charges extra

**V. Maintenance related charges/security/malba fees to be paid before possession of the Plot**

- Interest Free Maintenance Security ("IFMS") Rupees 25,000/-
- The indicative Maintenance Charges are, @ **Rs. 12/-** per month per sq. yard of the Plot area. Also, 36 Months advance Maintenance Charges has to be paid in advance at the time of offer of possession of Plot.
- Rupees 10,000/- of Malba fees which is refundable on occupation of building.
- Applicable taxes on all the above charges to be paid additionally.

Sole/First Applicant

Second Applicant, If any



## Schedule-IV

### PREFERENTIAL LOCATION CHARGES (PLC)

1.	Park Facing / Adjoining Park	10% of basic sale price	1 <sup>st</sup> PLC
2.	Corner Plot / Two Side	10% of basic sale price	2 <sup>nd</sup> PLC
3.	Park Facing / Adjoining Park + Corner Plot / Two Side	15% of basic sale price	3 <sup>rd</sup> PLC

Down Payment Plan

Development Linked Plan

#### PLAN 1 : Down Payment Plan

Particulars	Amount(in%) to be received
At the time of Booking	20% of BSP
Within 15 Days of Booking	75% of BSP + PLC charges (if any)
On offer of Possession	5% of BSP + IFMS+ Maintenance & other charges

#### PLAN 2 : Development Linked Payment Plan

Particulars	Amount (In%) to be received
At the time of Booking	20% of BSP
At Commencement of work at site	10% of BSP
On Commencement of Gate work at site	15% of BSP + 50% of PLC charges (if any)
On Commencement of Sewerage line work around the allotted plot	15% of BSP
On Commencement of Water supply line work around the allotted plot	15% of BSP + 50% of PLC charges (if any)
On Commencement of electricity line work around the allotted plot	10% of BSP
Road ( up to WBM Level ) in front of the allotted plot	10% of BSP
On offer of Possession	5% of BSP + IFMS+ Maintenance & other charges

\*\*Stamp Duty & registration charges extra

\* BSP – Basic Sales Consideration

\*PLC – Preferential Location charges

\*IFMS – Interest free maintenance Security

\*WBM – Water Bound Macadam

Sole/First Applicant

Second Applicant, If any



GENERAL TERMS & CONDITIONS FOR BOOKING OF A RESIDENTIAL PLOT / (HEREINAFTER REFERRED TO AS "PLOT") IN "SARAS CITY" PROJECT DEVELOPED BY M/s ADM DEVELOPERS SITUATED AT VILLAGE BIDSUNARWALA, SECTOR - 21, TEHSIL AND DISTRICT JHAJJAR.

1. That the intending Applicant(s) has applied for allotment of a Plot in a Plotted Colony known as '**SARAS CITY**' situated at Village Bidsunarwala, Sector -21, Tehsil and District Jhajjar, Haryana (hereinafter referred to as the Project") being developed by M/S ADM DEVELOPERS (hereinafter referred to as 'Developer').
2. That the Developer is a license holder of 10 .3125 Acres (License no. 6 of 2022) of land and have obtained necessary licenses, plans, approvals and permissions for the development. (Hereinafter referred to as the Developer and/or the Company) from the Director, Town & Country Planning: Haryana, Chandigarh, for Development of the Project (hereinafter referred to as the said "Project").
3. That the intending Allottee(s) have full knowledge of laws, notifications, rules as applicable to this area and has fully satisfied himself about the interest, rights and title of the Company in the land where the project is proposed to be developed.
4. I/We understand and agree that after the completion certificate/ part completion (as the case may be) is granted by the competent authority, the Company shall confirm the area of the Plot/ and in the event of reduction in the area of the Plot/, the Company shall refund the excess amounts paid by me/us within 90 (ninety) days from the date when such excess amount was paid by me/us. I/We further agree that in the event of any increase in the area of the Plot, which shall not be more than 5% (five percent) of the area of the Plot as mentioned in the Application, the Company shall be entitled to demand the payable amounts along with the next due instalment as per the Payment Plan. All such adjustments in the amounts payable or refundable as the case may be shall be made at the same rates as agreed herein.
5. The Applicant is fully satisfied with the title of the land in the name of the Company in the Project where the Plot is located. Further, the Applicant has examined and is satisfied with the nature of rights, title and interest of the Company in the Project, which is being developed by the Company as per the applicable laws. The Applicant agrees and accepts to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by DTCP and/or by any other competent authorities in this regard, to the Company.
6. The Applicant shall inspect the site where the Plot is proposed to be allotted. The Applicant shall not merely rely or be influenced by any architect's plan, sales plan, sales brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever,

Sole/First Applicant

Second Applicant, If any



whether written or oral, made by the Company and shall make his personal judgment prior to booking the Plot.

7. The Applicant shall before take possession of the Plot, clear all the dues towards the Plot and have the conveyance deed for Plot executed before the concerned sub registrar office in his favour by the Company after paying applicable stamp duty, registration fee and other charges/expenses. Decision of the Company shall be final in this regard.
8. The Applicant undertakes to abide by all applicable laws, bye laws, rules and regulations including the Real Estate Regulation and Development) Act 2016 and the rules framed there under ("RERA Act").
9. The Applicant may avail loans 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 instalments / dues. In case there is delay in processing the loan in favour of the Applicant due to any reason what-so-ever and consequently payments of instalments are delayed by the Applicant to the Company, the Applicant agrees and accepts to make the payment of accrued interest to the Company, unconditionally.
10. The Applicant, on becoming an allottee in the manner as provided in this Application, shall be liable to pay the total price for the Plot based on its area as per attached Payment Plan towards the total cost of Plot Rupees... .. only ("Total Price"):
11. The Total Price above includes the Booking Amount paid by the Applicant to the Company towards the aforesaid Plot.
12. At the outset, it is clarified by the Company that after allotment of the Plot in favour of the Applicant, all retrospective/prospective fees/taxes/charges/demands, etc., if any, charged/demanded/paid by the Company by virtue of any order/circular etc. by the Government or Court, it shall be fully recoverable from the Applicant (successful allottee) on actual basis. Further, 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 (successful allottee) to the Company 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 as and when the Applicant will make such payments to the Company on account of delayed payment. The Company shall periodically intimate, in writing, to the Applicant, the amount payable as stated above and the Applicant, shall make payment demanded by the Company within the time and in the manner specified therein. In addition, the Company shall provide to the Applicant, the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective.

Sole/First Applicant

Second Applicant, If any



13. The Total Consideration of the Plot includes recovery of price of land and other charges as described by the Company in Schedule I of this Application. Any additional payment made by the Company over and above the same shall be attributed to the Applicant and recoverable from him as part of the Total Consideration.
14. The Total Price is escalation free, save and except increases which the Applicant hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Company undertakes and agrees that while raising a demand on the Applicant for increase in development charges, cost/charges imposed by the competent authorities, the Company shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Applicant which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project for the aforesaid Plot/as per registration with the competent authority, which shall include the extension of the registration, if any, granted to the said Plot/by the competent authority, as per applicable laws, the same shall not be chargeable from the Applicant.
15. The Applicant has to deposit payment of the Total Consideration which includes amount paid along with the Application as per the agreed payment plan. Any default in payment by the Applicant shall attract an interest @10% or MCLR (Marginal Cost of Lending Rate) +2% or as may be defined in HRERA rules from time to time computed on and from the due date or prescribed under the Policy. The Applicant(s) shall make all payment only through cheques/ demand drafts and any other mode as approved by department issued in favour of company. The Applicant must specify their name, address and Project name on the back side of cheque/demand; draft accepted by the Company and the Company shall be deemed to have accepted such cheque/demand draft, subject to their realization.
16. Subject to Force Majeure circumstances, receipt of Completion Certificate/ Part Completion Certificate and Allottee having timely complied with all its obligations, formalities or documentation, as prescribed by the Company in terms of this Application Form, Allotment Letter or Agreement and not being in default under any part hereof including but not limited to the timely payment of instalments as per the Payment Plan, stamp duty and registration charges, the Company shall offer possession of the Said Plot to the Allottee by Jan 2027 . Upon receipt of the Part Completion Certificate/Completion Certificate in respect of the Plot, the Company shall issue a written notice offering the possession of the Plot ("Possession Notice"), to the Applicant to be taken within three months from the date of above approval in terms of the Agreement. Upon receiving the Possession Notice from the Company, the Applicant shall take possession of Plot/from the Company by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement, and the Company 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, such Applicant shall continue to be liable to pay maintenance charges and holding charges in terms of the Agreement.

Sole/First Applicant

Second Applicant, if any



17. The Company reserve its right to immediately terminate or suspend the allotment of unit with/without any advance notice, if the allottee is found to be involved in or participating in violation of the Anti-Money Laundering Laws ( laws pertaining to the prevention of money laundering, and the rules/regulations thereunder and guidelines issued by competent Government Authority).
18. The Plot shall be used only for residential purposes by the Applicant after handing over of the possession of the Plot by the Company, the Applicant shall himself be responsible for construction of his house thereof as per the applicable laws and approved norms from the appropriate authority. Applicant shall never make any changes in said Plot and common area without prior permission of the appropriate authority.
19. The Applicant shall be entitled only to the area of the Plot. Applicant shall not keep any material in the common areas of the Project except as per the applicable laws in this regard. Applicant (s) 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.
20. The Applicant(s) shall have no objection in case the Company creates a charge on the Project land during prior to the execution of the course of development of the Project for raising loan from any bank/financial institution. In the event any loan facility has been availed by the Allottee, the Conveyance Deed shall be executed only upon receipt of the no-objection certificate from such bank/financial institution/entity.
21. All Payments are to be made by A/c payee Cheque/Banker's Cheque/Pay Order /Demand Draft payable at Gurugram only or through electronic transfer mode (as permissible under applicable Law) drawn in favour of/to the account of "M/s ADM DEVELOPERS COLLECTION ACCOUNT" with AXIS BANK LTD. The Application would be considered for provisional allotment subject to realization of the booking amount. The date of clearing of the instrument / receipt through permissible electronic transfer mode shall be deemed to be the date of payment. Bank charges for outstation cheques shall be to the Applicant's account and credit shall be granted from the date of actual receipt of funds.
22. The allotment shall be valid only subject to clearance of amounts tendered by the Applicant and subject to future payments on time. Upon issuance of the Allotment Letter, the Applicant shall be liable to pay the agreed consideration value and the Other Charges as specified in Schedule of Payment together with the applicable government taxes and levies as per the Schedule of Payments specified in 'Schedule-II' hereunder, time being of all essence.

Sole/First Applicant

Second Applicant, If any



23. The Applicant shall, in relation to the Plot (so allotted), make all payments to the Company from his own bank account only and not from and through the bank accounts of any third party. The Applicant alone shall be responsible and liable in relation to the payments made by any third party. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Plot (so allotted) shall be issued in favour of the Allottee only. Payments from sources other than the Applicant(s) ("Third Party") is/are to be accompanied with requisite no objection certificate(s) as per the approved format of the Company failing which the Company may in its sole discretion reject the same and return directly to said Third Party.
24. If Allotment of the said Plot is cancelled either by the Applicant or by the Company, the Allottee shall cease to have any claim against /upon the said Plot and/or against the Company (except for their fund as stated herein) and the Company shall be free to deal with the said Plot in any manner whatsoever without any further reference / intimation to the Applicant.
25. Please further note that the Agreement shall contain detailed terms and conditions of the sale of the Plot in favour of the Applicant / allottee. Further, in the event of any contradiction between terms of either of the documents, the terms and conditions embodied in the Agreement for Sale shall prevail.
26. The payment of the refund amounts shall be subject to and after deducting thereon tax at source and/or other applicable government levies and taxes. For sake of clarity, the interest and/or taxes paid on the Consideration Value shall not be refunded upon such cancellation/termination. In the event, the amount paid by the Applicant /Allottee towards Consideration Value is less than the earnest money, the Applicant / Allottee shall be liable to pay to the Company the deficit amount. The payment of refund Amount shall be made within a period of 90 (ninety) days from the date on which such refund becomes due, all as per the applicable Law.
27. The Applicant (successful allottee) understands and agrees that until the conveyance deed is executed, it shall not have any right to nominate/ endorse/transfer /assign his allotment rights in favour of any other person. Notwithstanding the above restriction, the Company may at its sole discretion permit such nomination/ endorsement/ assignment/ transfer of his allotment rights in favour of a nominee of the Allottee, on a case to case basis, subject always to payment of the administrative charges and/or transfer charges in accordance with the Company's policy from time to time as well as the execution of appropriate collateral documentation by the Allottee and the proposed nominee(s)/ assignee(s)/ transferee(s)/ endorsee(s), to the complete satisfaction of the Company and in the format finalized by the Company.
28. Taxation particulars of M/s ADM DEVELOPERS  
PAN No.: ABRFA5494L  
GST No.: 06ABRFA5494L1ZQ

Sole/First Applicant

Second Applicant, If any



29. The development of the Project is subject to any event or combination of events or circumstances beyond the reasonable control of the Company 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 Company's ability to perform including but not limited to the following:

- a. act of God i.e., fire, draught, flood, earthquake, epidemics, natural disasters;
- b. pandemic/epidemic
- c. explosions or accidents, air crashes, act of terrorism;
- d. strikes or lock outs, industrial disputes;
- e. non-availability of cement, steel or other construction/raw material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- f. war and hostilities of war, riots, band, act of terrorism or civil commotion;
- g. the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Developer from complying with any or all the terms and conditions as agreed in the Agreement; or
- h. any legislation, order or rule or regulation made or issued by the Governmental Authority or if any Governmental Authority refuses, delays, withholds, denies the grant of necessary approvals/certificates for the Project/Plot/building or if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority(is) becomes subject matter of any suit /writ before a competent court or; for any reason whatsoever;
- i. Any event or circumstances analogous to the foregoing. ("Force Majeure Events"). The Applicant agrees and confirms that, in the event it becomes impossible for the Company to implement the Project due to Force Majeure Events and above-mentioned conditions, then this allotment shall stand terminated and the Company shall refund to the Applicant the entire amount received by the Company from the Applicant within ninety days. The Company shall intimate the Applicant about such termination at least thirty days prior to such termination. After refund of the money paid by the Applicant), the Applicant agrees that he/she shall not have Signature of Applicant/s any rights, claims etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities.

30. Events of Default:

- (i) Subject to the Force Majeure Events, court orders, Government policy/guidelines, decisions, the Company shall be considered under a condition of default, in the following events:
  - a. The Company fails to provide the Plot to the Applicant(s) 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;

Sole/First Applicant

Second Applicant, If any



- b. Discontinuance of the Company's business as a developer on account of suspension or revocation of his registration under the provisions of the RERA Act or the rules or regulations made there under.
- (ii) In case of default by Company under the conditions listed above, Applicant(s) (is entitled to the reliefs as provided under RERA Act or the rules or regulations made there under.
- (iii) The Applicant(s) shall be considered under a condition of default, in the conditions including but not limited to the following events:
- a. In case the Applicant fails to make payments for any demand made by the Company, despite having been issued notice in that regard the Applicant shall be liable to pay MCLR+ 2 % per annum to the Company on the unpaid amount;
  - b. Dishonour of any cheque(s), including post-dated cheques, given by the Applicant(s) to the Company, for any reason whatsoever;
  - c. Failure to execute the Agreement, conveyance deed, maintenance agreement and/or any other document by the Company, within such timelines as stipulated by the Company and in terms of the Agreement/Application;
  - d. Applicant(s) fails to take possession of the Plot/, within the time provided herein above;
  - e. Failure to pay any taxes and other charges including stamp duty, legal charges, registration charges, in terms of the Agreement/Application;
  - f. Any other breach of a provision under Agreement/Application/ Policy by the Applicant(s).
- (iv) In case of an event of default committed by an Applicant(s) in terms of sub clause (iii) above, the Company options (exercisable individually or jointly, at the sole discretion of the Company:
- a. The Applicant(s) shall be liable to pay interest at the rate of 10% or SBI MCLR+2% per annum for the period provision for payment of interest, in the event the Applicant fails to make the payment of any of the instalments or any other amounts falling due within the stipulated time, the Company may issue a notice to the payment of the due amount within a period of 15 (fifteen) days from the date of issue of such notice. If the Applicant still defaults in making payment of the amount due along with interest within the period of said 15 (fifteen) days. Upon the failure of the Applicant to clear the entire due amount within this additional period of 15 (fifteen) days, the allotment of the Plot shall be deemed cancelled without the need for the Company to do or undertake any more steps. In case of such cancellation, the Allottee shall have no lien or claim on the Plot, the Company will be entitled to sell, convey or transfer the Plot/to any one at its sole discretion. In such an event, the amount received from the Applicant until the date of cancellation of the allotment Plot/ by the Company, shall be refunded to the Applicant after deducting/forfeiting the Earnest Money, in terms of the Application/Agreement.
  - b. In case of payment of delayed instalment 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 current outstanding amounts.

Sole/First Applicant

Second Applicant, If any



31. The Applicant hereby undertakes to inform the Company of any change in his address or in any other particular/information, above, in writing, failing which the particulars available in the Application shall be deemed to be correct and all the letters or of communication sent at the recorded address by the Company, shall be deemed to have been received by me/us and shall not be subject to any dispute of any nature. In case of any default in communication due to incorrect information the Applicant(s) shall be liable to bear all the cost and expenses.

32. The Applicant shall get his/ her/their complete address registered with the Company at the time of booking and it shall be / their responsibility to inform the Company in writing by registered AD letter for any change in their mailing or permanent address. He fails to do so then failing which, all demand notices and letters posted at the first registered address will be deemed to have received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in payment and other consequences that might occur there from.

33. In case of joint Applicant(s), the Company shall send all letters/ notices and communications to the sole/first Applicant at his given registered address in the application form through registered/speed post or through courier. All such letters/notices and communications to the sole/first Applicant shall be deemed to have been duly received by all Applicant(s) within 5 days from the date of dispatch. Company shall not be liable to send separate communication, letters and notices to the second Applicant(s) or to Applicant (than the first Applicant(s)).

34. That the rights and obligations of the Applicant and the Company under or arising out of this Application shall be construed enforced in accordance with the applicable laws of India.

35. All or any disputes 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 thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Haryana Real Estate Regulatory Authority Act.

Sole/First Applicant

Second Applicant, If any