

To,
M/s A A Gems Private Limited
Corporate Office:
222-223, 2nd Floor, Star Tower, Sector-30,
Gurugram, Haryana - 122001

I/We hereby apply for the provisional allotment of Residential Plot No. _____ admeasuring _____ Sq. Yards ("Plot") in the residential colony/project "**SOUTH CITY GREENS**", developed under the Deen Dayal Jan Awas Yojna - Affordable Plotted Housing Policy, 2016, as notified by the Government of Haryana vide Notification No. PF-27A/2700 dated 08.02.2016, along with all amendments issued thereto from time to time ("Policy").

The Project is spread over an area measuring 19.99375 acres situated in the revenue estate of Sector-36, Jhajjar, Haryana - 124003, Tehsil and District Jhajjar, Haryana, India, and is being developed pursuant to License No. 84 of 2026 dated 05.05.2026, endorsed in favour of M/s A A GEMS PRIVATE LIMITED vide Endorsement No. LC-5354-PA(MK)-2026/16078 dated 05.05.2026, under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, and the rules framed thereunder.

I/We hereby tender a sum of ₹ _____/- (Rupees _____ Only) along with this application towards the booking amount for the plot, paid through Cheque/Banker's Cheque bearing no. _____ dated _____, drawn on _____ Bank, Payable at _____ Branch, or through electronic transfer vide NEFT/RTGS/UTR No. _____.

For Office Use Only -

Channel Partner/Real Estate Agent, if any

Name: _____

Contact No.: _____

Email Address: _____

Address: _____

Seal & Signature

SOLE/FIRST APPLICANT

SECOND APPLICANT, IF ANY

My/our particulars as stated are mentioned in 'Schedule-I'. All communications sent by the licensee company on the E-mail address provided by the applicant herein shall be deemed to have been duly served. I/we have attached herewith the documents required to be submitted, as mentioned in 'Schedule-II'.

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 licensee 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 implication of all the terms and conditions stated hereinafter and confirm to have made this application based on my/our independent analysis and judgement regarding the same. The applicant(s) acknowledges that he/she 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 licensee company and understood by the applicant.

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SECOND APPLICANT, IF ANY

DECLARATION

I/We hereby acknowledge that I/we have carefully read, understood, and accepted the above terms and conditions, which shall be more comprehensively set out in the Builder Buyer Agreement and other definitive documents. The licensee company has satisfactorily provided all explanations and clarifications sought by me/us. After due consideration of all the facts, terms, and conditions, I/we have voluntarily executed this application form.

I/We confirm that I/we have submitted this application form and paid the booking amount with full knowledge and understanding of my/our rights, duties, liabilities, and obligations. I/We further undertake that, in the event this application is rejected or the allotment is not made for any reason whatsoever, I/we shall have no right, title, interest, claim, or lien over the proposed plot. In such an event, any claim arising out of or in connection with the booking made through a channel partner or real estate agent shall be solely dealt with by me/us, and the licensee company shall not be liable in any manner whatsoever.

I/We further acknowledge and agree that the licensee company shall be responsible only for written communications issued by its duly authorized officials or representatives. The licensee company, its directors, officers, employees, and authorized representatives shall neither be bound by, or liable for, any representation, assurance, promise, commitment, or communication made by any channel partner, real estate agent, broker, intermediary, or any other third party, nor by any understanding or agreement entered into between me/us and such persons without the written authorization of the licensee company. I/We hereby confirm that this application is being made for the allotment of the above-mentioned plot for my/our own use and/or investment purposes, in accordance with applicable laws and regulations.

I/We further confirm and agree that, upon allotment, I/we shall execute a separate maintenance agreement with the licensee company or its nominated maintenance agency, as applicable, and shall duly comply with all the terms, conditions, rules, regulations, and obligations contained therein, as amended from time to time.

SOLE/FIRST APPLICANT

SECOND APPLICANT, IF ANY

PARTICULARS OF THE APPLICANT(S)

1. Sole or First Applicant

[illegible]

DECLARATION

I/We, the Applicant(s), hereby declare that the particulars, information, and documents furnished in this Application Form are true, complete, and correct to the best of my/our knowledge, and that no material fact has been concealed or misrepresented. I/We further agree that if any information or document furnished by me/us is found to be incomplete, incorrect, false, or misleading at any stage, the Licensee Company shall have the right to reject this Application, cancel the allotment, if made, and/or terminate the Builder Buyer Agreement, if executed, without any liability. I/We further undertake to intimate the Licensee Company of any change in the above particulars after registration through my/our registered email address only.

SOLE/FIRST APPLICANT

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SECOND APPLICANT, IF ANY

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SCHEDULE – I
PARTICULARS OF THE APPLICANT(S)

2. Second Applicant, if any

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DECLARATION

I/We, the Applicant(s), hereby declare that the particulars, information, and documents furnished in this Application Form are true, complete, and correct to the best of my/our knowledge, and that no material fact has been concealed or misrepresented. I/We further agree that if any information or document furnished by me/us is found to be incomplete, incorrect, false, or misleading at any stage, the Licensee Company shall have the right to reject this Application, cancel the allotment, if made, and/or terminate the Builder Buyer Agreement, if executed, without any liability. I/We further undertake to intimate the Licensee Company of any change in the above particulars after registration through my/our registered email address only.

SOLE/FIRST APPLICANT

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SECOND APPLICANT, IF ANY

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SCHEDULE – II

DOCUMENTS TO BE SUBMITTED ALONG WITH APPLICATION FORM

It is mandatory to affix recent passport size COLOR photograph of all the applicant(s) in designated places in the application.

Documents to be submitted:

A. Resident of India (R)

- Identity Proof
- Current Address Proof
- Permanent Address Proof
- Self-Attested Copy of Income Tax Permanent Account Number (PAN) Card.
- Self-Attested Copy of Aadhaar Card
- Recent colored Photograph.
- Power of Attorney (if someone else is signing on behalf of the buyer).
- Any other documentation/certificate as may be required by the licensee company.

B. Non-Resident Indian (NR/NRI)

- Self-attested copy of Overseas Citizen of India (OCI)/ Person of Indian Origin (PIO) Card.
- Self-attested copy of Passport copy.
- Self-attested copy of foreign address proof.
- Recent coloured Photograph.
- Power of Attorney (if someone else is signing on behalf of the buyer).
- Any other documentation/certificate as may be required by the licensee company.

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SCHEDULE – III

PRICE & PAYMENT SCHEDULE

S.No.	Description	Amount (In INR)
•	Size of the Plot: _____ Sq. Yards	
1	Total Sale Price:	
1A	Basic Sale Price (BSP) of the Plot @ _____/- per Sq. yards	
1B	Preferential Location Charges (PLC) @ _____% of BSP	
1	Sub-Total (Total Sale Price, TSP = BSP + PLC)	
2	Other Charges:	
2A	External Development Charges (EDC)	
2B	Interest-free maintenance security (IFMS) @ 200/- per Sq. yards*	
2C	Maintenance Charges @ 15/- per Sq. yards per month for 36 months**	
2D	Refundable Malba Security Deposit***	10,000/-
2E	Legal/Administrative Charges	15,000/-
2	Sub-Total (2)	
3A	Applicable Govt. Taxes & Duties	
3	Sub-Total (3)	
4	Total Consideration (1+2+3)	

NOTE: STAMP DUTY & REGISTRATION CHARGES EXTRA

Note: Maintenance related charges/security/Malba fees to be paid before possession of the plot

- *Interest-free maintenance security (IFMS) shall be payable as calculated on the total plot area.
- ** The Applicant shall be liable to pay indicative maintenance charges as calculated on the total plot area. An amount equivalent to 36 months' advance maintenance charges shall be payable at the time of the offer of possession of the plot.
- ***Refundable Malba Security Deposit is refundable upon occupation of the Plot.

Note: Applicable taxes on all above charges to be paid additionally.

Note: All Government charges for utility and service connections, including electricity, water, sewerage, electricity meter, water meter, and other applicable statutory charges, shall be borne and paid separately by the Applicant.

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SCHEDULE – IV

PRICE & PAYMENT SCHEDULE

PREFERENTIAL LOCATION CHARGES (PLC)

1	Corner Plot (Two Side Open)	10% of BSP	1 st PLC
2	Park Facing/Adjoining Park	10% of BSP	2 nd PLC
3.	Park Facing/Adjoining Park + Corner Plot (Two Side Open)	15% of BSP	3 rd PLC
4.	None of the above	00% of BSP	No PLC

Down Payment Plan ☐

Development Linked Payment Plan ☐

PLAN 1: DOWN PAYMENT PLAN	
Particulars	Payable Amount (%)
At the time of Booking/Allotment	20% of Total Sale Price
Within 30 Days of Booking	75% of Total Sale Price
On Offer of Possession	05% of Total Sale Price + Other Charges (Refer. Schedule III) + Applicable Taxes
PLAN 2: DEVELOPMENT LINKED PAYMENT PLAN	
Particulars	Payable Amount (%)
At the time of Booking / allotment	10% of Total Sale Price
Builder Buyer Agreement (BBA) to be executed	Within 15 days of Booking
Within 45 days of Booking / allotment*	30% of Total Sale Price
Within next 60 days & upon commencement of sewerage line work at site.	10% of Total Sale Price
Within next 60 days & upon commencement of storm line work at site.	10% of Total Sale Price
Within next 60 days & upon commencement of water supply line work at site.	10% of Total Sale Price
Within next 60 days & upon commencement of Road work at site.	10% of Total Sale Price
Within next 60 days & upon commencement of Electrical work at site.	15% of Total Sale Price
At the time of Conveyance Deed or on offer of possession	05% of Total Sale Price + Other Charges (Refer. Schedule III) + Applicable Taxes

*Since BBA is executed, earth filling and landscape works have already started.

Note: Stamp Duty & Registration Charges shall be extra, as per actuals.

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GENERAL TERMS & CONDITIONS

FOR BOOKING OF A RESIDENTIAL PLOT (HEREINAFTER REFERRED TO AS THE "PLOT") IN THE PROJECT "SOUTH CITY GREENS" DEVELOPED BY M/s A A GEMS PRIVATE LIMITED, HAVING ITS CORPORATE OFFICE AT 222-223, 2ND FLOOR, STAR TOWER, SECTOR-30, GURUGRAM, HARYANA - 122001.

1. The intending Applicant has applied for the provisional allotment of a residential Plot in the plotted residential colony known as "SOUTH CITY GREENS", situated at Sector-36, Jhajjar, Haryana – 124103 (hereinafter referred to as the "Project"), being developed by M/s A A GEMS PRIVATE LIMITED (hereinafter referred to as the "Developer" or the "Licensee Company").
2. The Developer is the holder of Licence No. 84 of 2026, granted by the Director, Town & Country Planning, Haryana ("DTCP"), for the development of the Project over a land parcel measuring 19.99375 acres, and has obtained the requisite licences, sanctions, approvals and permissions required under the applicable laws for the development of the Project.
3. The Applicant confirms that he/she has independently satisfied himself/herself regarding the title, rights, interest and authority of the Licensee Company in respect of the land comprising the Project. The Applicant further declares that he/she is aware of and has understood the applicable laws, rules, regulations, notifications, policies and governmental directions governing the Project and the area in which it is situated.
4. The Applicant understands and agrees that upon the grant of the Completion Certificate or Part Completion Certificate, as applicable, by the competent authority, the final area of the Plot shall be determined and confirmed by the Licensee Company.
 - a) In the event the final area of the Plot is less than the area provisionally allotted, the Licensee Company shall refund the excess amount received from the Applicant, calculated at the same rate at which the consideration was paid, within 90 (Ninety) days from the date of such final determination.
 - b) In the event the final area of the Plot is more than the provisionally allotted area, subject to such increase not exceeding 5% (Five Percent) of the area mentioned in the Application Form or such variation as may be permissible under the applicable laws, the Applicant shall pay the proportionate sale consideration for the increased area at the same rate as agreed herein. Such additional amount shall become payable along with the next due instalment under the applicable Payment Plan or within such period as may be specified by the Licensee Company.

All adjustments, whether payable by or refundable to the Applicant, shall be made at the same rate at which the original sale consideration was calculated.

5. The Applicant acknowledges that he/she has examined and is fully satisfied with the title, rights and interest of the Licensee Company in respect of the Project land. The Applicant further agrees to abide by and comply with all the terms and conditions contained in the licences, approvals, sanctions,

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permissions, directives and other orders issued by the Director, Town & Country Planning, Haryana ("DTCP"), and/or any other competent authority from time to time, insofar as the same are applicable to the Project and the Plot.

6. The Applicant confirms that he/she has personally inspected the project site and has satisfied himself/herself regarding the location, surroundings and other relevant aspects of the Plot. The Applicant acknowledges that he/she has not relied solely upon any brochure, advertisement, architectural plans, illustrations, marketing material or oral representations except those specifically incorporated in the Application Form, Allotment Letter and the Agreement for Sale.
7. The Conveyance Deed shall be executed upon the Applicant having paid the entire sale consideration, applicable stamp duty, registration charges and other statutory dues. The decision of the Licensee Company shall be subject to applicable law and the terms of the Agreement for Sale.
8. The Applicant undertakes to abide by all applicable laws, bye laws, rules and regulations including the Real Estate Regulations and Development Act 2016 ("RERA Act") and the rules framed thereunder and any amendments thereto from time to time.
9. Failure by any bank or financial institution to sanction or disburse a loan shall not absolve the Applicant of the obligation to make timely payments under the Payment Plan. Any delay in payment shall attract interest as prescribed under the Agreement and applicable law. Persistent default may result in cancellation of the allotment and the Licensee Company shall be entitled to forfeit the booking amount of 10% after due notice in accordance with the provisions of the Agreement, RERA and applicable laws.
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 Licensee Company towards the aforesaid Plot.
12. At the outset, it is clarified by the Licensee 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 Licensee Company by virtue of any order / circular etc. by the Government or Court, it shall be fully recoverable from the Applicant / 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/Allottee to the Licensee 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

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the Licensee Company on account of delayed payment. The Licensee Company shall periodically intimate, in writing, to the Applicant, the amount payable as stated above, and the Applicant, shall make payment demanded by the Licensee Company within the time and in the manner specified therein. In addition, the Licensee 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.

13. The Total Price of the Plot includes recovery of price of land and other charges as described by the Licensee Company in Schedule I of this Application. Any additional payment made by the Licensee Company over and above the same shall be attributed to the Applicant and recoverable from him as part of the Total Price.
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 Licensee 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 Licensee 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 Price 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 accept by the Licensee Company and the Licensee Company shall be deemed to have accepted such cheque/demand draft, subject to their realization.
16. Subject to Force Majeure circumstances, receipt of Conveyance Deed of the allotted plot and Allottee having timely complied with all its obligations, formalities or documentation, as prescribed by the Licensee 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 Licensee Company shall offer possession of the Said Plot to the allottee on or before 04 May 2031.

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Upon receipt of Conveyance Deed of the allotted plot 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 (03) months from the date of above approval in terms of the agreement.

Upon receiving the Possession Notice from the Licensee Company, the applicant shall take possession of Plot/from the Licensee Company by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement, and the Licensee 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 continue to be liable to pay maintenance charges and holding charges in terms of the Agreement.

17. The Licensee 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 guideline issued by competent Government Authority).
18. The Plot shall be used only for residential purpose by the Applicant after handing over the possession of the Plot by the Licensee 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 Plot. Applicant shall not keep any material in the common areas of the Project except as per the applicable laws in this regard. Applicant shall be entitled to use the common areas of the project along with other allottees for such purpose for which such common areas have been developed.
20. The Applicant shall have no objection in case the Licensee Company creates a charge on the Project land during/prior to the execution of the course of development of the project by 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 Jhajjar/ Gurugram only or through electronic transfer mode (as permissible under applicable law) drawn in favour of/to the account of "M/s A A GEMS PRIVATE LIMITED". 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

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of payment. Bank charge 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/Allottee 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 shall be of the essence.
23. The Applicant shall, in relation to the Plot (so allotted), make all payments to the Licensee 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 Licensee Company failing which the Licensee 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 Licensee Company, the Allottee shall cease to have any claim against/upon the said plot and / or against the Licensee Company (except for their refund as stated herein) and the Licensee 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 Licensee 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 / 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 nominate / 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

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accordance with the Licensee Company's policy from time to time as well as the execution of appropriate collateral documentation by the Applicant/Allottee and the proposed nominee(s) / assignee(s) / Transferee(s) / endorsee(s), to the complete satisfaction of the Licensee Company and in the format finalized by the Licensee Company.

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

- a) Act of God i.e., fire, drought, flood, earthquake, epidemics, natural disasters;
- b) pandemic/epidemic;
- c) explosions or accidents, air crashes, act or terrorism;
- d) strikes of lock outs, industrial disputes;
- e) non-availability of cement, steel or other construction/raw material due to strikes(s) 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 that 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(s) becomes subject matter of any suit/ writ petition 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 Licensee 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 Licensee Company from the Applicant within ninety days. The Licensee 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 any rights, claims etc. against the Licensee Company and that the Licensee Company shall be released and discharge from all its obligations and liabilities.

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29. Event of Default:

- i. Subject to the Force Majeure Events, Court orders, Government policy/Guidelines, decisions the Licensee Company shall be considered under a condition of default, in the following events:
 - a) The Licensee 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 within concerned authority;
 - b) Discontinuance of the Licensee 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 thereunder.
- ii. In case of default by Licensee Company under the conditions listed above, Applicant(s) is entitled to the reliefs as provided under RERA Act or the rule 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 Licensee Company, despite having been issued notice in that regard the Applicant shall be liable to pay MCLR+2% per annum to the Licensee Company on the unpaid amount;
 - b) Dishonour of any cheque(s), including post-dated cheques, given by the Applicant(s) to the Licensee Company, for any reason whatsoever;
 - c) Failure to execute the Agreement, conveyance deed, maintenance agreement and/or any other document by the Licensee Company, within such timelines as stipulated by the Licensee 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 Licensee 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 Licensee 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

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without the need for the Licensee 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 and event, the amount received from the Applicant until the date of cancellation of the allotment Plot/by the Licensee 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.

30. The Applicant hereby undertakes to inform the Licensee 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 communications sent at the record address by the Licensee Company, shall be deemed to have been received by me/us and shall not be subjected 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.
31. The Applicant shall get his complete address registered with the Licensee Company at the time of booking and it shall be his responsibility to inform the Licensee Company in writing by registered post AD for any change in his mailing or permanent address, 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 ordinary reach at such address and he shall be responsible for any default in payment and other consequences that might occur there from.
32. In case of joint Applicant(s), the Licensee 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/communication to the sole/first Applicant Shall be deemed to have been duly received be all Applicants within 5 days from the date of dispatch. Licensee Company shall not be liable to send separate communication, letters/notices to the second applicant(s) or to Applicant (other than the first Applicant).
33. That the rights and obligations of the Applicant and the Licensee Company under or arising out of this Application shall be construed/enforced in accordance with the applicable laws of India.
34. 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

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SECOND APPLICANT, IF ANY

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