

APPLICATION FORM FOR BOOKING OF BUILT-UP UNIT FOR COMMERCIAL USAGE IN THE PROJECT “JMS GROUP ELEGANTE”, AT SECTOR- 5, SOHNA, DISTT. GURUGRAM, HARYANA UNDER DEEN DAYAL JAN AWAS YOJNA- AFFORDABLE PLOTTED HOUSING POLICY, 2016

HARERA REGISTRATION NO. ____ OF ____

Application No:

Dated:

To,
M/s. JMS Infra Build Pvt. Ltd.
Corporate office address at
07th Floor, North Tower,
M3M Tee Point, Sector-65,
Gurugram, Haryana.

Dear Sir/Ma'am,

- I/We, the undersigned as the applicant(s) (hereinafter referred to as “**Applicant**”) request for a provisional allotment/booking of a built-up Unit for commercial usage(hereinafter referred to as “**Unit**”) in your project named as “JMS Group Elegante” situated at Sector 5, Sohna, Gurugram, Haryana (hereinafter referred to as “**Project**”). I/We am/are making this application with the full knowledge and after verifying all the relevant documents, permission and approvals and that the said Project of M/s JMS Infra Build Pvt. Ltd. (hereinafter referred to as the '**Promoter**') is a RERA registered project bearing **HARERA Registration no. ____ of ____** and is in the process of constructing/developing the said Project under Deen Dayal Jan Awas Yojna, 2016(“**DDJAY-2016**”) as the said project is a commercial component of the said affordable residential plotted colony under -2016 and would make the allotment of a Unit in due course of time, subject to availability.
- I/We remit herewith a sum of Rs...../-(Rupees only) by Bank Draft/Pay Order/ Cheque No./ RTGS No. dateddrawn on(as applicable) in favor ofpayable at..... as registration/booking amount, being full/part of the 10% payment of the total price of the Unit.
- I/We have clearly understood that this application does not constitute an Agreement to Sell or Agreement for sale or allotment letter and I/we do not become entitled to the provisional and/or final allotment of a Unit in the aforesaid Project. However, the allotment shall become final and binding, only after I/we sign, execute and register the Agreement for Sale on a draft approved by HARERA, Gurugram and agreeing to abide by the terms & conditions laid down therein. If, however, I/we failed to make 10% payment of total price towards the proposed Unit within 15 (fifteen) days from date of booking of the Unit and/or failed to

Signature of Sole/First Applicant

Signature of Co- Applicant

Signature of Second Co-

Applicant

execute and get the Agreement for Sale duly signed and registered with all the schedules within 30 (Thirty) days from the date of booking of the Unit before the concerned Sub-registrar for the registration, then this application shall be treated as cancelled at the sole discretion of the Promoter and the monies/amount paid by me/us shall stand forfeited at its entirety. I/We further undertake to execute and register the Agreement for Sale upon making the 10% payment of the total price of the Unit (to be referred as “**Earnest Money**”) in terms of the payment plan and thereafter I/we shall appear and present before the concerned Sub-Registrar for registration of the said Agreement for Sale, as and when intimated by the Promoter.

- I/We agree that in the event, the Promoter accepts this application and allots the Unit, I/we shall pay the total price and other charges and all other amounts, applicable taxes, cess, interest and dues as per the Payment Plan (**Annexure B**) and Details of total price and Other Charges (**Annexure C**) as explained to me and agreed and opted by me and/ or as and when demanded by the Promoter or in accordance with the terms of this application and the Agreement for Sale. No oral or written representations or statements shall be considered to be a part of this Application and that this application is self-contained and complete in itself in all respects. I/We further agree that the Promoter shall contact me on the below details for all the purposes and in case of any change in the details, then I/we undertake to inform the Promoter:

Name: Mr./Ms./Mrs.....S/o/D/o/W/o Mr. _____

Address:.....

Contact No. (Mobile):(e-mail address):

- I have not relied upon any advertisements, representations, promises or any other information, of any nature whatsoever made by selling agents/brokers or advertisements or brochures unless confirmed in writing by the Promoter which is specifically stated in this Application with respect to the said Project and/or the Unit.
- I/ We agree to pay further installments of Total Price and all other charges as stipulated in this application and/or the Agreement for Sale and/or the payment plan (annexed herewith) as explained to me/us by the Promoter and understood by me/us. I/We am/are fully aware of the consequences on account of non-payment of installments within the stipulated time. Any payment made without execution of Agreement for Sale will not confirm allotment in my/our favor.
- As already confirmed herein above, I/we do hereby declare that I/we have gone through the terms and conditions of the Agreement for Sale made available to me/us in the Promoter’s Office and I/we agreed and undertake to abide by the said terms and conditions thereof and

Signature of Sole/First Applicant

Signature of Co- Applicant

Signature of Second Co-

Applicant

sign the Agreement for Sale as and when called upon/sent for my/our signatures, by the Promoter.

I/We have gone through the terms and conditions and have understood them and I/we hereby record my/our acceptance thereof.

Enclosed:-

1. Annexure A: Personal Details Form
2. Annexure B: Details of Unit & Payment Plan
3. Annexure C: Detail of Total Price
4. Annexure D: Documents to be submitted along with Application Form.

Signature of Sole/First Applicant

Signature of Co- Applicant

Signature of Second Co-

ANNEXURE A

PERSONAL DETAIL FORM

SOLE/ FIRST APPLICANT:

*Mr. / Ms./Mrs.S/o/D/o/W/o

Mr.,.....

Date of Birth _____

Nationality _____

Occupation Service() Professional() Business() Student() Housewife(), Any

other.....(Please specify)

Residential /Correspondence address/ Mailing

Address:.....

.....

.....

Residential Status;-Resident/Non-Resident/Foreign National of Indian Origin/Others(Please specify).....

Permanent

Address:

.....

.....

Self-Attested Photograph

Telephone (Off) (Res) (Mob.)

E-Mail I.D.

Fax No.....

Permanent Account No

.UID/Aadhar No

Signature of Sole/First Applicant

Signature of Co- Applicant

Signature of Second Co-

Applicant

Ward/Circle/Special range and place where assessed for Income-tax

OR

M/s
.....(CIN-.....) a Company
registered under the Companies Act/ LLP under Limited Liability Partnership Act/ *Partnership
Firm/ *Proprietorship Firm, having its registered office
atThrough its
Authorized Signatory/ Director / Partner / Sole Proprietor
Mr./Mrs.....duly authorized by Board
Resolution/ Authority Letter of other Partners/ Power of Attorney dated.....

GST No.

Permanent Account No.

E-mail

Fax

Telephone (Off.) (Res) (Mob)

Date of Incorporation _____

Ward/Circle/Special range and place where assessed for Income-tax

Status: Resident/Non-Resident/Person of Indian
Origin

CO- APPLICANT:

Signature of Sole/First Applicant

Signature of Co- Applicant

Signature of Second Co-

Applicant

*Mr. / Ms./Mrs.....S/o/D/o/W/o

Photograph

Mr.....

Date of Birth_____

Nationality_____

Occupation Service() Professional() Business() Student() Housewife(), Any other.....(Please specify)

.Residential /Correspondence address/ Mailing

Address:.....

Residential Status;- Resident/Non-Resident/Foreign National of Indian Origin/Others(Please specify).....

Permanent Address:

...Self-Attested Photograph

Telephone (Off) (Res) (Mob)

E-Mail I.D.

Fax No.

Permanent Account No

UID/Aadhar No

Ward/Circle/Special range and place where assessed for Income-tax

OR

Signature of Sole/First Applicant

Signature of Co- Applicant

Signature of Second Co-

Applicant

M/s.....
.....(CIN.....) a Company registered under the Companies
Act/ LLP under Limited Liability Partnership Act/ *Partnership Firm/ *Proprietorship Firm, having
its registered office
atThrough its
Authorized Signatory/ Director / Partner / Sole Proprietor
Mr./Mrs.....duly authorized by Board
Resolution/ Authority Letter of other Partners/ Power of Attorney dated.....

GST No.

Permanent Account No.

E-mail

Fax

Telephone (Off.) (Res) (Mob)

Date of Incorporation

.....Ward/Circle/Special range and place where assessed for Income-
tax

Status: Resident/Non-Resident/Person of Indian
Origin

Signature of Sole/First Applicant

Signature of Co- Applicant

Signature of Second Co-

Applicant

SECOND CO- APPLICANT:

*Mr.

Ms./Mrs. So//D/o/W

/o.....Mr.....

Date of Birth _____

Nationality _____

Occupation Service() Professional() Business() Student() Housewife() Any other (Please specify).....

Residential / Correspondence address/ Mailing

Address:.....

.....

...

... Residential Status;-Resident/Non-Resident/Foreign National of Indian Origin/Others(Please specify).....

Permanent

Address:

.....

.....

Self-Attested photograph

Telephone (Off) (Res) (Mob)

E-Mail I.D.

Fax No.

Permanent Account No

UID/Aadhar No

Ward/Circle/Special range and place where assessed for Income-tax

Signature of Sole/First Applicant

Signature of Co- Applicant

Signature of Second Co-

Applicant

*(strike out if, not applicable)

OR

M/s.....(CIN.....
...)a company registered under the Companies Act/ LLP under Limited Liability Partnership Act/
*Partnership Firm/ *Proprietorship Firm, having its registered office
atThrough its
Authorized Signatory/ Director / Partner / Sole Proprietor
Mr./Mrs.....duly authorized by Board
Resolution/ Authority Letter of other Partners/ Power of Attorney dated.....

GST No.

Permanent Account No.

E-mail

Fax

Telephone (Off.) (Res) (Mob)

Date of Incorporation _____

.....Ward/Circle/Special range and place where assessed for Income-
tax

Status: Resident/Non-Resident/Person of Indian
Origin

Signature of Sole/First Applicant

Signature of Co- Applicant

Signature of Second Co-

Applicant

ANNEXURE-B

DETAILS OF UNIT & PAYMENT PLAN

Unit Details: Unit Number: _____, on _____ floor, in the project “JMS Group Elegante”, situated at Sector 5, Sohna, District Gurugram, Haryana

Carpet Area (in sq. feet)/ (in sq. mtr.)

Total Price (Rs. per sq. feet)/ (per sq. mtr.)

Total Price Rs.-(RupeesOnly)

PAYMENT PLANS

CONSTRUCTION LINKED PLAN

At the Time of Booking	10% of Total Price
Within 30 days of booking on the day of registration of Agreement for Sale	25% of Total Price
On Commencement of Lower Ground Floor	10% of Total Price
On Commencement of Upper Ground Floor	10% of Total Price
On Commencement of 1st Floor Roof Slab	10% of Total Price
On Commencement of 2 nd Floor Roof Slab	10% of Total Price
On Commencement of Internal Plaster	10% of Total Price
On commencement of External Plaster	5% of Total Price
On commencement of Flooring	5% of Total Price
On offer of Possession	5% of Total Price + Stamp Duty+ Registration charges+ etc.

POSSESSION LINKED PLAN

At the Time of Booking	5 Lakhs (which is not more than 10% of Total Price)
Within 30 days of booking on the day of registration of Agreement for Sale	30% of Total Price (this 30% includes booking amount of 5 Lakhs also)
Within 12 Months from the date of booking or superstructure completion whichever is later	40% of Total Price
On offer of Possession	30% of Total Price + Stamp Duty+ Registration charges+ etc.

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Applicant

DOWN PAYMENT PLAN

At the Time of Booking	5 Lakhs (which is not more than 10% of Total Price)
Within 30 days of booking on the day of registration of Agreement for Sale	75% of Total Price (this 75% includes booking amount of 5 Lakhs also)
	25% of Total Price + Stamp Duty+ Registration charges+ etc.

* Sequence of these instalments depend on the actual status of work at site

* The Construction/development milestone mentioned in the Payment Plan are interchangeable.

- Note :**
1. Payment to be made by Demand Draft(s)/Pay Order(s)/Cheque(s)/ RTGS only drawn in favor of **"JMS INFRA BUILD PRIVATE LIMITED MASTER A/C FOR JMS GROUP ELEGANTE** payable at Gurugram.
 2. Allotment to Non-Resident and Nationals of Indian Origin will be subject to laws of the Republic of India.
 3. For Non-Resident/Foreign Nationals of Indian Origin, all remittance, acquisition/transfer of said Plot and compliance with the provisions of Foreign Exchange Management Act, 1999 (FEMA) or any other statutory enactments shall be their sole responsibility.
 4. Payment Plan/ Scheme subject to change/revision/availability/withdrawal at any time at the sole discretion of the Promoter.

Signature of Sole/First Applicant

Signature of Co- Applicant

Signature of Second Co-

Applicant

ANNEXURE C

DETAILS OF TOTAL SALE VALUE/TOTAL PRICE

Particulars	Amount(INR)
Total Price	Rs. _____/-(Rupees _____ Only)

- Total Price includes BSP, EDC, IDC and PLC, if applicable.
- Applicant(s) shall pay on demand by the Promoter, in case of any revision in EDC and IDC prospectively and retrospectively imposed by the concerned authority/Government.

NOTE:

The above calculation of Total Price does not include the following and shall be charged extra(**“Other’s charges”**), which shall be payable on demand:

- Stamp Duty, Registration charges & Administration charges with respect to the Agreement for Sale and Conveyance Deed of the Unit, connection charges, taxes/cess/levies etc. prospectively and retrospectively.
- Common Area Maintenance charges for one year in advance, Interest Free Maintenance Security (“IFMS”) & Sinking fund

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- TDS @1% is applicable as per the Income Tax Act, Section 194-IA.

*** Note:** The Total Price and other's charges are liable to change in case of increase or decrease of area and/or levy of any fresh taxes, cesses, charges by the Government and/or other circumstances mentioned in the agreement for sale.

Signature of Sole/First Applicant

Signature of Co- Applicant

Signature of Second Co-

ANNEXURE D

DOCUMENTS TO BE SUBMITTED ALONG WITH APPLICATION FORM

Individual (Resident of India):

- 2 Passport Size photographs of each Applicant.
- Self-Attested copy of PAN Card of each Applicant.
- Self-Attested copy of Address Proof of each Applicant.

Partnership Firms:

- 2 Passport Size photographs of each Partner.
- Notarized copy of Partnership Deed.
- Self-Attested copy of PAN Card of Firm.
- Self-Attested copy of PAN Card of Authorized Person.
- Self-Attested copy of Address Proof of Firm.
- List of Partners.
- In case only one of the partners has signed the documents, Authorization letter for purchase of Unit duly signed by all Partners.

Private Limited/ Limited Company/ LLP:

- 2 Passport Size photographs of the authorized person of the Company/LLP.
- Self-Attested copy of PAN Card of the Company/ LLP.
- Memorandum of Association (MOA) & Articles of Association (AOA) duly signed by the Director /
Company Secretary of the Company/ Registration certificate/ Partnership Deed registered under LLP Act.
- Board resolution authorizing the signatory of the application form to buy Unit on behalf of the Company/ LLP.
- List of Directors duly signed by the Director / Company Secretary of the Company/ List of Partners
under LLP Act, duly signed by all the Partners.

Signature of Sole/First Applicant

Signature of Co- Applicant

Signature of Second Co-

Applicant

- Self-Attested copy of Form 32/ DIR 12 along with Challan in case of change of Directors.
- Self-Attested Copy of ID Proof of Authorized Person of the Company/ LLP.
- Self-Attested copy of Address Proof of Company/ LLP.

Hindu Undivided Family (HUF):

- 2 Passport Size photographs of Applicant.
- Self-Attested copy of PAN card of HUF.
- Self-Attested copy of Address Proof of Applicant.
- Authority letter from all co-parceners of HUF authorizing the Karta to act on behalf of HUF.

NRI/OCI/PIO:

- 2 Passport Size photographs of each Applicant.
- Self-Attested copy of Address Proof of each Applicant.
- NRI/OCI/PIO proof in case of an NRI/OCI/PIO Customer.
- Self-Attested copy of Passport in case of an NRI/OCI/PIO Customer.
- Original/Registered G.P.A. or certified copy of the same from the office of the concerned Registrar, in case required.
- Letter from the Executant that the G.P.A. is valid till date.
- In case of Telegraphic Transfer, a copy of Debit Advice from the remitting bank.
- In case of Demand Draft (DD), the confirmation from the banker that the DD has been prepared from the proceeds of NRE/NRO account of the Applicant.
- In case of Cheque, all Payments to be received from the NRE/NRO/FCNR account of the Applicant only.

DECLARATION

I/We, the applicant(s), herein do hereby declare that this application for provisional allotment/booking is irrevocable and that the particulars/information given above are true and correct and nothing has been concealed therefrom. I/We have read, understood, agreed to and signed the enclosed terms and conditions herein and undertake to abide by the terms and conditions of Agreement for Sale to be executed.

Signature	Signature	Signature
of Sole/First Applicant	of Co-Applicant	of Second Co-Applicant

Signature of Sole/First Applicant	Signature of Co- Applicant	Signature of Second Co-
Applicant		

_____	_____	_____
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FOR OFFICE USE ONLY:

Provisional Booking of Unit

Unit Details: Unit Number: _____, on _____ floor, in the project “JMS Group Elegante”, situated at Sector 5, Sohna, District Gurugram, Haryana

Carpet Area (in sq. feet)/ (in sq. mtr.)

Total Price (Rs. per sq. feet)/ (per sq. mtr.)

Total Sale Value/Total Price Rs. /-
(RupeesOnly)

Payment Plan 1. Construction Linked () 2. Possession linked () 3. Down Payment ()

Type of Account SB/CA/NRE _____

Booking amount Received vide Cheque/Draft/Receipt _____ No. _____ dated _____ for
Rs. _____/- (Rupees _____ Only)

MODE OF BOOKING:

Direct.....

Company Executive:

Channel Partner/Broker.....

Channel Partner/broker Stamp.....

Special Instructions/ Remark(s).....

Application for Provisional Allotment of Unit:

Accepted.....

Rejected.....

Verified by;- _____ Approved By;- _____

Authorized Signatory for Promoter

Place _____

Date _____

Signature

of Sole/First Applicant

Signature of Sole/First Applicant

Signature

of Co-Applicant

Signature of Co- Applicant

Signature

of Second Co-Applicant

Signature of Second Co-

TERMS AND CONDITIONS FOR ALLOTMENT/PROVISIONAL ALLOTMENT OF THE UNIT IN THE PROJECT “JMS GROUP ELEGANTE”, SITUATED AT SECTOR 5 SOHNA, DISTT GURUGRAM BEING DEVELOPED BY PROMOTER UNDER DEEN DAYAL JAN AWAS YOJNA-AFFORDABLE PLOTTED HOUSING POLICY, 2016

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Terms and Conditions:

- i. The Applicant(s) herein has seen and verified all the documents pertaining to title of the land over which the Project is being raised. The Promoter is in the process of developing/constructing the Project in accordance with the plans approved by the competent authority (i.e. Zoning Plan/Sanctioned Building Plan/Floor Plans/Layout Plan) which have been explained to me/us and understood by me/us. It is acknowledged that the Applicant(s) has physically inspected the site and has understood and satisfied fully in all respects about the location, the right, title, interest, size, price, infrastructure, status, local conditions and environment or government regulations, market conditions, etc. I/We further acknowledge that the said Project is duly registered under RERA Authority Gurugram and is governed under the Real Estate Regulatory Authority Act and its rules framed therein.
- ii. The said land can be developed/constructed in Phasewise manner as to be determined by the Promoter. The said land comprising of Total land measuring about 15.06875 Acres which is clearly demarcated and specified in the plan which is to developed/constructed together with all amenities and facilities, specifications by the Promoter to use and benefits of all the purchasers of the Project. Applicant(s) hereby consents to the same. That commercial component/area out of the said land is earmarked for the purpose of Commercial project and the said project shall be known as 'JMS Group Elegante' (**Project**)
- iii. The Applicant(s) have clearly understood that this application does not constitute an Agreement for Sale and applicant(s) does not become entitled to the provisional and/or final allotment of Unit notwithstanding the fact that the Promoter may have issued a receipt in acknowledgement of the money tendered with this application as registration/booking amount. This application is only a request of the applicant(s) for the allotment of the Unit subject to acceptance of the Promoter at its sole discretion (M/s JMS INFRA BUILD PVT. LTD.), and does not create any right, interest, title whatsoever or howsoever in any manner of the applicants(s).
- iv. It is only after Applicant(s) signing and executing the Allotment Letter and then also register the Agreement for Sale, the allotment shall become final and binding upon the Promoter.
- v. The Applicant(s) have read and understood the details and terms and conditions of sale and other information/conditions stated in the Allotment letter, Agreement for Sale as reflected in the Haryana RERA website. After being satisfied with the documents and/or information provided therein the applicant(s) hereby accept and agree to abide by the same as also such other terms as may be framed by the Promoter in future. The applicant(s) further agrees to sign and execute necessary documents as and when called upon by the Promoter.
- vi. If, however, the applicant(s) withdraw/cancel this application or fail to sign/ execute and return the Allotment Letter within fifteen (15) days from the date of its receipt by the applicant(s) then the Promoter may at its sole discretion treat the application as cancelled and the booking advance

Signature of Sole/First Applicant

Signature of Co- Applicant

Signature of Second Co-

Applicant

money paid by applicant(s) shall stand forfeited in entirety, subject to deduction of the booking advance money i.e., 10% of the Total Price.

- vii. The Applicant solemnly declares and undertakes to use the Unit to be allotted to for commercial purposes only.
- viii. The Applicant(s) further state that if he/she/they/it failed to execute and register agreement for Sale as and when called for or within the period as prescribed herein, the allotment may be treated as cancelled at Promoter's sole discretion the 10% payment of the total price termed as "Earnest Money" shall stand forfeited alongwith other components.
- ix. The Applicant(s) agrees that the Unit shall be provisionally allotted and the Agreement for Sale of the Unit shall be entered into only on the applicant(s) remitting the "Earnest Money" as per opted payment schedule as agreed by the Applicant(s). In the event of Promoter agreeing to provisionally allot the Unit to the applicant(s), Applicant(s) agrees to pay further instalments of the Total Price and all other dues/charges as stipulated in the opted Payment Plan or as may be varied in accordance to the agreed terms and conditions as enumerated in the Agreement for Sale failing which Promoter may in its discretion be entitled to cancel the allotment in accordance to the provisions of the Agreement for Sale subject to deduction of "Earnest Money" and other applicable deductions.
- x. The Applicant(s) has seen the Building Plans, layout plan, area of Unit etc. and has been made aware of and accepts that the Building plans/layout plan and Unit area are tentative and that there may be variations, deletions, additions, alterations made by the Promoter 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 plans, and nature of facilities to be provided in the Project in accordance with the policy. The Applicant(s) have understood and agreed that after the completion of development/construction of the Units/Project and the Completion Certificate/Part Completion Certificate/ Occupation Certificate /Part Occupation Certificate(as the case may be) is granted by the competent authority, the Promoter shall confirm the Area of the Unit. It is further understood by the Applicant(s) that Total Price is subject to the final confirmation at the time of offer of possession and all such adjustments in the amounts payable or refundable as the case may be shall be made at the same rates as agreed herein.
- xi. The Applicant(s)has understood and satisfied fully in all respects about the Specifications, facilities, amenities etc.
- xii. The Applicant(s) has been informed that as on date the project is RERA registered for the total area of about 0.369 acres out of the said land, the said land is a Licensed area vide License No. 81 of 2023 and RERA registration No. ____ dated _____. The Promoter for development of the said land to set up affordable plotted Colony (DDJAY 2016) over an area measuring 15.06875 Acres in Sector 5, Sohna, District Gurugram, Haryana, which includes commercial component/area (herein as Project) and further, in view to have a better coverage, may try to obtain the license for the area of adjoining land and to include the same in the Project /existing licensed land. Further the Applicant(s), hereby give its consent that as and when the license for the additional area adjoining the land of the Project/ existing licensed land is received, the plans shall be amended accordingly which may change the location/area/number of my existing Unit which is been allotted to me.
- xiii. The Applicant(s) understands that for any additional infrastructural facilities and/or amenities which the Applicant(s) may opt shall be payable over and above the Total Price which may be ascertained separately and agrees to pay such extra charges as and when demanded by the Promoter.

Signature of Sole/First Applicant

Signature of Co- Applicant

Signature of Second Co-

Applicant

- xiv. The Applicant(s) understands that the time is the essence and if the applicant(s) after execution of the Agreement for Sale, fails to pay the due amounts to Promoter on time as per the payment plan opted and/or as per the demand / intimation sent to the applicant(s) through post or e-mail or courier service, the applicant(s) will become liable to pay interest at the rate of the State Bank of India highest marginal cost of lending rate("MCLR") plus two per cent per annum to Promoter on the amounts due and payable from the respective due dates of such payment till the date it is paid in its entirety/its realization. If however, such payment is not made within the time, as prescribed in HRERA act and rules, the Promoter shall at its discretion, be entitled to cancel the allotment/ terminate the Agreement for Sale and refund all amounts received by forfeiting the booking amount paid for the allotment and interest component on delayed payment (payable by the applicant(s) for breach of agreement and non-payment of any due payable to the Promoter), the rate of interest payable by the applicant(s) to the Promoter shall be the State bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid the applicant(s) shall be returned by the Promoter within the time as prescribed in the HARERA act and rules, of such cancellation. On such default, the agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the applicant(s) about such termination, as per provisions of HARERA act and rules thereon prior to such termination. The applicant shall neither make, nor shall claim any claim for any damages, compensation or interest or penalty whatsoever, shall be tenable in the event of cancellation of the allotment.
- xv. Upon the Applicant(s) making payment of booking amount of 10% of the total price and realization thereof, an Agreement for Sale of the Unit specified and described hereinabove, containing the terms and conditions agreed between Promoter and applicant(s), will be prepared, and applicant(s) shall be required to sign and registered the same within 30 days of booking, without any delay or demand, along with the payment as per the terms of the said Agreement for Sale.
- xvi. All statutory charges, taxes, cess, GST and other levies demanded or imposed by the concerned authorities shall be payable proportionately by applicant(s) from the date of booking as per demand raised by the Promoter. Notwithstanding anything contains contrary hereinabove, applicant(s) hereby understand that Applicable tax/GST (if applicable) shall be payable in accordance with the opted payment plan for payment of Total Price and other charges of the said Unit. If applicant(s) fails to pay any of the instalments along with applicable GST of the Total Price and other charges of the said Unit in timely manner, in such eventuality, the applicable unpaid service tax/GST shall be construed as unpaid Total Price and others charges of the said Unit and applicant(s) shall be liable to pay the due instalments along with due GST and the interest calculated accrued therein.
- xvii. The Applicant(s) agrees that he/she/it shall be entitled to take over possession of the said Unit only upon prior payment of all his/her/their dues including the Total Price of the said Unit alongwith other charges as already intimated to the Applicant(s) by the Promoter and also upon due compliance with and/or performance of all the covenants, undertakings and obligations required to be complied with and/or performed on Applicant's part in pursuance of this Application, Allotment letter and the Agreement for Sale.
- xviii. The Promoter will also be entitled to reject applications containing information that is incorrect or misleading even after the provisional allotment and/ or Agreement for Sale. In such cases, Promoter will refund all amount paid till date after deducting 10% (Ten per cent) of the Total Price specified and described hereinabove, being the Earnest Money, plus applicable taxes, interest accrued on

Signature of Sole/First Applicant

Signature of Co- Applicant

Signature of Second Co-

Applicant

delayed payment, brokerage, if any paid or payable in addition to all other charges and statutory charges as may be paid.

- xix. The Applicant(s) solemnly declares and undertakes that applicant(s) shall transfer the name of the Allottee/ Allottees subject to norms laid down in respect of transfer of name and to be named in the Conveyance Deed or at any time after the execution of the Application, allotment letter and Agreement for Sale, but prior to registration of the Conveyance Deed. In the event of the demise of a single Allottee or of all the joint Allottees, the Nominees or any other person/persons, who can substantiate his/her/their being the legal heir/s of the deceased Allottee / Allottees shall be deemed to be the Allottee/s for all purposes and will become liable for all the obligations of and be entitled to all the rights of such deceased Allottee / Allottees. The Nominee/Successor shall without limitation, become liable to make all the payments that the deceased Allottee was obliged to have made, and only after making all the payments would the said Nominee/Successor become entitled to have the said Unit transferred in his/her favour, and be entitled to the payments the deceased Allottee would have received in case of cancellation of the Allotment, for whatsoever reasons. The Applicant(s) solemnly declares and undertakes that for the transfer, the applicant(s) shall pay the "administrative charges" as demanded by the Promoter.
- xx. The Applicant(s) shall make all endeavor to make the payment towards the Unit on his own, however, in the event of any third payment received on behalf of the Applicant(s), then the Promoter shall not be responsible towards the same in any manner and the receipt of acknowledgment of payments shall be made in favour of the Applicant(s) only.
- xxi. The Applicant(s) shall abide by all the laws, rules and regulations of the local body/local authority /State Govt. of Haryana and of the proposed body corporate, association of the allottee (as and when formed till then as prescribed by the Promoter) and shall be responsible for all the deviations, variations, violation or breach of any of the condition of law/by laws or rules and regulations after the completion of the said Project. The Unit shall be used for the purpose for which it is allotted.
- xxii. After handover of physical possession of the Unit to the allottee(s), if any damage is caused to the other Units, such damage shall be repaired by the allottee(s) at his/her own cost and in case of neglect the Promoter and/or maintenance agency shall carry the necessary repair and recover the cost from the allottee(s) for such damage.
- xxiii. M/s JMS Infra Build Pvt. Ltd. reserves its right not to consider this application and also the right to allot the Unit to any other person, without any obstruction/intimation to/ from the applicant/ or any other person, claiming the right and interest through him/her/them/it before issuing the Provisional allotment letter and/or registration of Agreement for Sale.
- xxiv. The Promoter at its absolute discretion shall be entitled to reject and or cancel this application without assigning any reason whatsoever or howsoever to the applicant(s) and or the Promoter may allot another Unit in lieu of the Unit applied for.
- xxv. Any changes/directions/conditions/modifications/amendment imposed and /or directed by any of the competent authority/development authority at any stage of construction shall be binding on applicant(s) as well as all other applicants who have signed similar application forms, without the requirement of any formal written approval or consent from applicant(s) for making such changes modifications/amendment. If an application for provisional allotment of any Unit is required to be cancelled for such change of plans, Promoter will refund all amounts paid by the applicant(s) without any deduction. However, no interest would be payable on such amount/ amounts.

Signature of Sole/First Applicant

Signature of Co- Applicant

Signature of Second Co-

Applicant

- xxvi. All payments shall be made in favour of "JMS INFRA BUILD PRIVATE LIMITED MASTER A/C FOR JMS GROUP ELEGANTE payable at Gurugram.
- xxvii. The applicant(s) acknowledge(s) that the allotment of said Unit will be subject to such terms and conditions as may be provided at the time of Provisional allotment/ Agreement for Sale. Applicant(s) herein consents to abide by those terms and conditions.
- xxviii. Interest on late payment of the amount payable upon the allotment of the Unit as specified in the Payment Plan will be realized as per the interest rate equivalent to rate equal to MCLR (Marginal Cost of Lending Rate) of State Bank of India +2% unless provided otherwise under the Rules, from the expiry of the due date of payment. Applicant(s) herein undertakes to make such payment on account of interest due to non-payment within time schedule as may be prescribed.
- xxix. The maintenance, upkeep, repairs, security, landscaping and common services etc. of the said Project shall be managed by the Promoter or its nominated Facility Maintenance Company (FMC), and the applicant(s) shall pay, as and when demanded, the common area maintenance charges including Interest Free Security Deposit for maintaining and up-keeping the said project/ said Plotted Colony(under DDJAY 2016) and the various services therein, as may be determined by the Promoter or the such nominated maintenance Company appointed for this purpose. Any delay in making payment will render Applicant(s) liable to pay interest as applicable. Non-payment of any of the charges within the time specified shall also disentitle applicant(s) from the enjoyment of the common areas facilities/amenities and services.
- xxx. Applicant(s) hereby agree to pay the maintenance charges on monthly basis along with applicable taxes, cesses etc. to the Promoter/Maintenance Company from the date of commencement of maintenance services i.e. from the due date mentioned in offer of possession of the Unit by the Promoter through Facility Maintenance Company in the said Project.
- xxxi. It is further understood by the Applicant(s) that the Common Area Electricity shall be charged on monthly basis as applicable.
- xxxii. The Applicant(s) also agrees and confirms that the Applicant(s) shall be allotted the Unit only according to the building plans prepared by the Promoter and/or its architect which is sanctioned by the DTCP. The terrace/roof above the top floor and other floors of the said building shall at all times exclusively belong to the PROMOTER and the PROMOTER shall have all rights therein and the VENDEE shall have no right thereon except the right of access to water tank. The PROMOTER will be free to carry out any additional construction if they so desire and the same shall belong to the PROMOTER exclusively. In case of increase of FAR, the promoter shall be free to take the benefit of the same in any manner and the allottee(s) shall not raise any objections to it.
- xxxiii. All applicable taxes, levies, rents, stamp duty and registration charges and other applicable incidental expenses etc. would be borne by the Applicant(s).
- xxxiv. Cancellation Terms: Deduction of (Booking amount + Applicable Taxes + Interest charges on delayed payment + Brokerage Paid or payable).
- xxxv. The applicant(s) hereby gives explicit consent to the Promoter that in the event of default in making over the payment as per the Payment Plan, then in that such event an interest @SBIMCLR+2% will be imposed upon the applicant(s) till the date of the payment of defaulting instalments and/or the Promoter at its own discretion may cancel and/or reject the application for allotment/terminate the agreement for sale of Unit subject to deduction of booking amount + interest + brokerage paid/payable + applicable taxes.
- xxxvi. In case of dishonor of cheques/DD the allottee(s) shall be liable as per law/levies.

Signature of Sole/First Applicant

Signature of Co- Applicant

Signature of Second Co-

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- xxxvii. The Promoter shall have the first lien and charge on the said Unit for all its dues and other sums payable by the applicant(s) to the Promoter, if applicable. Loans from financial institutions to finance the said Unit may be availed by Applicant(s). However, availability of Loan/approval of the Project by the Financial Institution is not the pre-requisite/condition precedent of the allotment of the said Unit and applicant(s) hereby agrees to pay the Total Price and other charges of the aforesaid Unit according to opted Payment Plan, irrespective of availability of finance from any Financial Institution. Further if any particular Institution/ Bank refuses to extend financial assistance on any ground, the applicant(s) shall not make such refusal an excuse for non-payment of further instalments/ dues.
- xxxviii. In case the Promoter is forced to abandon the said Project due to force majeure including the situation wherein non-issuance of the NOC/Approvals by any of the Competent Authority and or any other circumstances or for any reasons beyond its control, the Promoter shall refund the amount, without any interest and or compensation, paid by the applicant(s) upon compliance of necessary formalities by the Applicant as may be laid down by the Promoter.
- xxxix. The Promoter shall endeavour to give possession of the Unit to the applicant(s) as early as possible, after getting the Completion Certificate/Part completion Certificate/Occupation Certificate/ Part Occupation Certificate (as the case may be) as declared and subject to force majeure circumstance and reasons beyond the control of the Promoter, including, but not limited to, shortage of materials, inflation or recession in the market, dispute by the contractor, court orders, or by reason of war, or enemy action or earthquake or any act of God, or any act, notice, lockdowns, pandemic, order, rule or notification of the Government and/or any other public or competent authority, affecting the regular development/construction of the said Project with a reasonable extension of time for possession subject to compliance and execution of all documentation formality as maybe laid down by the Promoter and making of timely payment of instalments to the Promoter by applicant(s).
- xl. The Applicant(s) shall have no objection in case the Promoter creates a charge on the project and/or project land/licensed land during the course of development/construction of the Project for raising loan from any bank/ financial institution. However, such charge, if created, shall be vacated/released before handing over possession of the Unit to applicant(s).
- xli. Applicant(s) further confirms that this application will be effective only after applicant(s) accept, sign the provisional allotment letter and execute and register the Agreement for Sale on the draft approved by HARERA Gurugram, as may be provided by Promoter without which this application will not confer any rights on applicant(s). The allotment shall become final only upon applicant's fulfilment of all the conditions set out in the Agreement for Sale and upon making the full and final payment as per the opted Payment Schedule contained in this application form and Agreement for Sale.
- xlii. The Applicant(s) further agrees to sign and execute necessary documents as and when required by Promoter.
- xliii. The Applicant(s) hereby give irrevocable consent to become a member of the body of the owners/Association of allottees to be formed in accordance with the applicable laws of State and will be subject to other applicable statutory laws, rules and by-laws and to execute necessary documents as and when required in conformity with the requirements stipulated by Promoter and to pay such charges, fees, expenses as may be incurred during the process of formation of such owner's association/association of allottees.
- xliv. The Applicant(s) hereby confirms and agrees that applicant(s) shall be jointly and severally liable for due compliance and fulfilment of applicant obligations in respect of purchase of the said Unit.

Signature of Sole/First Applicant

Signature of Co- Applicant

Signature of Second Co-

Applicant

Applicant(s) further agree that time for making payment of Total Price and other amounts as and when demanded by Promoter shall be of essence and time bound.

- xliv. The Applicant(s) acknowledges that the Promoter has readily provided all the information and clarifications as were requisitioned by the applicant(s) and that none of them have been influenced by any architect's plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written and/or oral made on Promoter's behalf or on behalf of Promoter's selling agents or otherwise including, but not limited to, any representations relating to the description or physical condition of the said Project, the size or dimensions of the subject Unit / Project including all their physical characteristics, the services to be provided thereto, the facilities and/or amenities to be made available thereto or any other data except as specifically represented in this Application, Presentation/Brochure and/or Application Form and that the applicant/s has/have relied solely on his/her/their/its own judgment and investigation in deciding to acquire the said Unit and not by any oral or written representations or statements.
- xlvi. The Applicant(s) confirms to have full knowledge of all the relevant laws, rules, regulations, notifications etc. applicable to such projects in general and/or to the project in particular and the terms and conditions contained in this application and that applicant(s) have clearly understood the respective rights, duties, responsibilities, obligations under each and every clause of this application.
- xlvii. Detailed terms and conditions of this application form shall form the integral part and also having binding effect of the Allotment Letter/ Agreement for Sale which the applicant(s) shall execute as and when required by M/s JMS Infra Build Pvt. Ltd.
- xlviii. The Applicant(s) shall furnish his/their complete address and e-mail ID at the time of booking and it shall be his responsibility to inform the Promoter through letter by Registered A.D. about all subsequent changes in his address and e-mail ID, failing which, 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 the applicant(s) shall be responsible for any default in making payment and other consequences that might occur there from. Further, Applicant(s) hereby agrees that the promoter shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Promoter.
- xlix. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by the applicant(s) that reference shall be made to the detailed terms of the Allotment Letter/ Agreement for Sale, the terms whereof have been seen, read and understood/accepted by the Applicant(s).
- I. It is specifically agreed by Applicant(s) that upon execution, if any ambiguity is apparent on its face, on such contingency the terms and condition of the Allotment Letter/ Agreement for Sale shall supersede over the terms and conditions as set forth in this Application Form. However, applicant(s) shall be bound by the terms and conditions incorporated under this Application Form till the execution of the Allotment Letter/ Agreement for Sale in this regard.
- li. Applicant(s) hereby give explicit consent to the Promoter and their marketing agents to call, mail, courier, email or sms, all promotional contents/ reminders/ information related to the above project's pre or post sales services, to Applicant's above mentioned address, email, phone nos. and mobile nos.
- lii. The Promoter, without prejudice, reserves it's all other rights and interest at all point of time.

Signature of Sole/First Applicant

Signature of Co- Applicant

Signature of Second Co-

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- liii. The Applicant(s) herein declares and undertakes to comply with all above referred clauses together with other terms and conditions, if any, as may be laid down, by M/s JMS Infra Build Pvt. Ltd. at its discretion from time to time.
- liv. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Application, 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/Authority appointed under the Real Estate Regulatory Authority Act, 2016.

Signature _____

Signature _____

Signature _____

First/sole Applicant
any

Second Applicant, if any

Signature of Second Co-applicant, if

Signature of Sole/First Applicant

Signature of Co- Applicant

Signature of Second Co-
