HRERA REGISTRATION NO:

APPLICATION FORM

To, PYRAMID HOME DEVELOPERS LLP. H-38, Ground Floor, M2K, White House, Sector-57 Gurugram - 122001, Haryana.

Dear Sir,

I/We, the undersigned as the applicant(s) (hereinafter "Applicant"), hereby apply by way of this application letter (hereinafter "Application") for booking of a Commercial Unit (hereinafter "Unit") in the Affordable Group Housing Colony (hereinafter "Project") namely "MIDTOWN" proposed to be developed by Pyramid Home Developers LLP ,Gurugram, Haryana (hereinafter "Developer/LLP") as per the Haryana Affordable Housing Policy, 2013 notified by Government of Haryana vide Notification No. PF- 27/48921 dated 19th August, 2013 and amendments thereto from time to time (hereinafter "Policy"). I/we understand that initially, the Developer/LLP has obtained License No. No. 133 of 2019 dated 16/12/2019 from the office of Director General, Town and Country Planning, Haryana (hereinafter "DGTCP") in the name of M/s. GOLDEN VIEW BUILDERS P LTD, BULLS REALTORS P LTD, FIVE RIVERS DEVELOPERS P LTD, FIVE RIVERS TOWNSHIP P LTD (Land Owners) in collaboration with Commander Realtors Private Limited. However, later developer/LLP has obtained the approval for change of developer vide order dated from DGTCP for developing the aforesaid affordable group housing colony including four percentage of commercial space, on a land admeasuring 5.6972 acres in the revenue estate of village Behrampur and Ullawas, also known as Sector 59 Gurugram (Haryana), (hereinafter "Land") as per tentative carpet area, size and payment plan opted by me/us as per the details annexed along with this application. The building plan of the same has been approved vide ZP-1388/JD/(RD)/2020/4137 dated 12.02.2020 valid for 5 years subject to validity of the license of the project.

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

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Cheque/Demand	Draft/RTGS/NEFT/Online	Transaction	No	dated	drawn
on		towa	ds booking amount	i.e. approx. 10% of	the cost of the
Unit ("Booking Amo	unt") in favour of The Develo	per/LLP as per	details given below:		
1) ACCOUNT NA	ME : PYRAMID HOME	DEVEL OPED	CLID MIDTOMALA	16	
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2.) BANK NAME **KOTAK MAHINDRA BANK**

3.) ACCOUNT NO. 9811000002 4.) IFSC CODE KKBK0004265

5.) BRANCH SECTOR 54, GOLF COURSE ROAD, GURGAON 122002

Signature of Applicant	Signature of Co-Applicant

- (ii) It is hereby clarified that the Earnest Money shall be 10% of the total Cost of the Shop/Unit.
- (iii) It is also clarified by virtue of this Application, the Developer/LLP has not allotted, sold or otherwise transferred the Commercial Shop/Unit, notwithstanding the fact that Developer/LLP may have issued an acknowledgment in receipt of the application money tendered with this Application.
- (iv) In the event the Applicant becomes a successful allottee as per the procedure provided hereunder, the applicant agrees to sign and execute the allotment letter ("Allotment Letter") and the builder buyer's agreement/agreement to sell ("Agreement") as prescribed under HRERA Rules within the time frame as provided by the Developer/LLP.
- (v) The Applicant hereby agree to abide by all the prescribed terms and conditions set forth in the provisional Allotment Letter and the Agreement as prescribed by RERA and to comply with all the statutory requirements as applicable and adhere to all the applicable laws. The Applicant also agree to abide by the General Terms & Conditions of booking as enclosed hereto. The Applicant, agree that upon his/her request for cancellation without fault of the LLP, Earnest Money which is 10% of the price would be forfeited.
- (vi) In case of any discrepancy or an overlap between the terms in this Application, Provisional Allotment Letter and Agreement, the terms envisaged under the Agreement would prevail and such understanding is explicitly accepted by the Applicant.

I/We have perused the Payment Plan and agree to pay as per the Payment Plan opted by me. (Annexure- I)

Signature of Applicant	Signature of Co-Applicant

Application Form Serial No:

My / Our Particulars are as unde Sole / First Applicant:	er:			
Name: Mr./Ms.				
Son/Wife/Daughter of				
Date of Birth	M M Y YYY			
Nationality				
Occupation				
Residential Status: Resident/	Non Resident			
PAN Number:				
Aadhar Card No				
Permanent Address				
Communication Address				
E-Mail				
Telephone No.:				
Mobile No.:				
Applicant's Name (As in Bank Ac	count):			
Name of Applicant's Bank:				
IFS Code of the Bank:				
Bank Account No.:				
Branch Address.:				
Note: - Cancellation/refunds will be solely responsible.		r of above-mentioned bank	account. In case of any discrepancy	applicant
Signature of Applicant			Signature of Co-Applicant	

Second Applicant (If any)		
Second Applicant:		
Name: Mr./Ms.		
Son/Wife/Daughter of		
Date of Birth	M M Y YYY	
Nationality		
Occupation		
Residential Status: Resident	/ Non Resident	
PAN Number:		
Aadhar Card No		
Permanent Address		
Communication Address		
Communication Address		
		-
E-Mail		
Telephone No.:		
Mobile No.:		
Applicant's Name (As in Bank A	ccount):	
Name of Applicant's Bank:		
IFS Code of the Bank:		
Bank Account No.:		
Branch Address.:		
Signature of Applicant	t Signature of Co-Applicant	

IN CASE OF APPLICANT OTHER THAN INDIVIDUAL

ApplicantNa	ime :																																		
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DECLARATION

I/we, the above applicant(s) do hereby declare that the above particulars/information's given by me/us are true and correct and nothing material has been concealed therefrom.

Signature of Applicant(s)

Important Notes:

- All payments shall be made by the Applicant through Account Payee Cheque/Demand Draft/Banker's Cheque/RTGS payable at par at Gurugram in favour of "PYRAMID HOME DEVELOPERS LLP- MIDTOWN A/C". All payments shall be deemed to be realized subject to their actual realization in the bank account of above-mentioned account. The date of credit into the bank account shall be deemed to be the date of payment. In case the cheque comprising booking amount/registration amount is dishonoured due to any reason, the Developer/LLP reserves the right to cancel the booking without giving any notice to the Applicant.
- 2) Applications without any of the KYC documents as specified below and without duly filled in particulars shall be considered as incomplete and may be rejected by the LLP/Developer at its sole discretion. Application Form and the documents required to be submitted at the time of booking must be duly Self Attested: (Check List).
- 3) Single Application can be filled for multiple Unit (if applying for more than one Unit).

Individual Resident of India

- · Copy of PAN Card
- Photograph of the Applicant
- · Address/Identity Proof: Photocopy of Passport/Electoral Identity Card/ Aadhaar Card of Applicant.
- Any other document/certificate as may be required by the Developer/LLP .

Partnership Firm

- Copy of PAN Card of the Partnership Firm
- Copy of Partnership Deed
- Authority letter from other Partners authorizing the signatory Partner to act on behalf of the Firm and sign the Application. (On Letterhead)
- Photograph of the signatory Partner
- Address/Identity Proof: Photocopy of Passport/Electoral Identity Card/ Aadhaar Card of the signatory Partner.

Signature of Applicant	Signature of Co-Applicant

Limited Company (Public/ Private)

- Copy of PAN Card of the Company
- Memorandum and Articles of Association duly signed by the Company Secretary/ Director of the Company.
- Proof of registered office address of the Company.
- Board Resolution, duly certified by all Directors, authorizing the signatory of the Application Form to buy property on behalf of the Company.
- Photograph of the Signatory
- · Address/Identity Proof: Photocopy of Passport/Electoral Identity Card/ Aadhaar Card of the Signatory.

HUF

- Copy of PAN Card of the HUF
- · Photograph of the Karta.
- · Address/Identity Proof: Photocopy of Passport/Electoral Identity Card/ Aadhaar Card of the Karta.

NRI/PIO

- · Copy of the Applicant's Passport/PIO Card
- Photograph of the Applicant
- Address/Identity Proof of the Applicant
- In case of cheque, the payment should be received from own NRE/NRO/FCNR account of the Applicant only.
- In case of Demand Draft / Banker's Cheque, confirmation from the banker stating that the same has been prepared from the proceeds of NRE/NRO account of the Applicant.

TERMS AND CONDITIONS FOR REGISTRATION FOR PROVISIONAL ALLOTMENT OF UNIT IN THE COMMERCIAL COMPLEX "MIDTOWN SQUARE- 59" AT SECTOR – 59, VILLAGE BADSHAHPUR, GURUGRAM HARYANA

The following terms and conditions are determinative for the purpose of provisional allotment. However further the terms and conditions shall be more comprehensively and elaborately set out in the agreement to be executed between the Applicant and the LLP/Developer (the "Builder Buyers Agreement").

1. NATURE OF BOOKING

- (a) This is an application for provisional booking for a Commercial Shop/ Unit proposed to be developed by Pyramid Home Developers LLP under its residential Housing Colony known as " MIDTOWN", on a plot measuring 5.6972 acres of land at village Behrampur & Ullawas, Sector-59 Gurugram (Haryana), (the "Land"). (Comprising 0.2279 or 4% of Zoning Area for Commercial i.e. MIDTOWN Square-59).
- (b) This provisional booking does not convey in favour of Applicant(s) any right, title or interest of whatsoever nature unless and until the conveyance deed is executed in favour of the Applicant(s)

Signature of Applicant	Signature of Co-Applicant

(c) This provisional booking shall be confirmed by the Developer/LLP only when the Applicant(s)(successful allottee) shall sign and execute the Allotment Letter, make the payment of Allotment Money along with applicable taxes and shall enter into the registered Builder Buyer's Agreement within the stipulated time.

2. PROJECT LAND TITLE, LICENCES AND LOCATION

- (a) The Applicants(s) have applied for allotment of Commercial Shop/ Unit with full knowledge and subject to all the laws/notifications(s) and rules applicable in general, which have been explained by the Developer/LLP to the Applicant(s) in vernacular language and duly understood by the Applicant(s).
- (b) The Applicant(s) has examined and fully satisfied himself/herself/themselves about the rights, interest and the title of the Developer/LLP in the project land through various registered collaboration agreements amongst the land owners and the developer having vasika nos.9585 & 9586 dated 06.09.2019 and registered GPA(s) in favor of developer bearing vasika nos. 693 & 694 dated 03.01.2020, registered at Sub-Tehsil Wazirabad, Gurugram, Haryana on which the Project/ the Apartment will be constructed/developed and has understood all limitations and obligations in respect thereof. And there will be no more investigation or objection by the Applicant(s) in this respect. The Applicant agrees and accepts to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by DGTCP and/or by any other competent authorities in this regard to the Developer/LLP.
- (c) The Applicant(s) has inspected the site where the Commercial Shop/ Unit is proposed to be Constructed/Developed. The Applicant(s)has not merely relied or been influenced by any architect's plan, sales plan, sales brochures, advertisement, representations, warrantees, statements or estimates of any nature whatsoever whether written or oral made by the Developer/LLP and has taken his/her/their personal judgment prior to booking of the Commercial Shop/ Unit.

3. APPLICABLE LAWS

- (a) The Commercial Complex "MIDTOWN SQUARE-59"(A commercial component of the Residential Project-MIDTOWN) is governed by the Haryana Affordable Housing Policy, 2013 and subsequent amendments therein(Policy). The Applicant undertakes to abide by all applicable laws including any bye laws, rules and regulations including the Real Estate (Regulation and Development) Act 2016 and the rules framed thereunder ("Real Estate Act") and Haryana Apartment Ownership Act, 1983.
- (b) All the terms and conditions of the Policy as applicable on the Commercial Shop/Unit allotted under the Application. shall form integral part and parcel of this application.
- (c) That the allotment of Unit shall be subject to the terms & conditions imposed by the competent authorities including the Director General, Town & Country Planning, Haryana while granting permission for development of the Commercial Complex on the land and/or at any time thereafter. The Commercial Shop/Unit shall also be governed by all the laws / notifications and rules applicable to the area and/or Municipal Committee, Gurgaon, Haryana including the terms & conditions as contained herein.

Signature of Applicant	Signature of Co-Applicant

(d) The Applicant(s) (Successful Allottee) shall have a right in the Common Areas as provided under Rule 2(1)(f) of HRERA Rules, 2017 of the State and shall be entitled to use common areas as permissible under the applicable law and right in the common areas as per provisions of HDRU Act, 1975(8 of 1975).

4. ALLOTMENT

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

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

- (a) The Applicant(s) has seen the zoning plan, layout plan, sanction plan, Building Plan, specifications, amenities etc. and has been made aware of and accepts that the zoning plan, layout plan, Building Plan of Commercial Shop/Unit are tentative and that there may be minor variations/alterations either due to architectural and structural reasons or pursuant to requirements of a Governmental Authority, which may involve changes, including change in the zoning plans for the Project, and nature of facilities to be provided in the Project in accordance with the policy. The Applicant understand that the Developer/LLP reserves its right to effect suitable changes and alterations in the Layout Plan, building core, lobbies, common areas, service areas, elevations, massing, specifications, features, height, width, finishing (internal and external), materials to be used, electricity load, power etc., of the Project at any time and in any manner it thinks fit and proper for the betterment of the Project and as per approvals and sanctions of the Statutory Authorities.
- (b) That the Applicant further understands and agree that although every attempt shall be made by the Developer/LLP to adhere to the size, location, product mix and Carpet area of the Unit, however, in the event that there is any change in the Unit's location or product mix or variation in its size to the extent of ±5% at the time of final measurement, the Applicant shall accept the same and shall make the payment of the Sale Consideration, the applicable PLC, other charges and the applicable taxes as agreed herein in proportion, as the case may be, either payable or refundable, to such variation without any interest thereon and no other claim, whatsoever, monetary or otherwise shall exist against the Developer/LLP in any manner whatsoever by the Applicant. If required by the developer, the applicant will be bound to issue an affidavit or no objection certificate or declarations in approval of such modifications, alterations etc.

Signature of Applicant	Signature of Co-Applicant

(c) That the Developer/LLP shall have the absolute right to make additional construction anywhere in the Project including adjoining and/or in the vicinity of the said Shop/unit, whether on account of increase in Floor Area Ratio (FAR) or better utilization of the said land or for any other reason whatsoever to the extent permissible by the Government or Competent Authorities. The Developer/LLP shall have the absolute right to transfer such additionally constructed areas/units/Shops in any manner whatsoever as the Developer/LLP may in its absolute discretion deem fit. The Developer/LLP and the transferees of such additional construction shall have the same rights as the Applicant with respect to the Project including the right to be member of the Society/Association of Unit Owners to be formed and an equal right to use of the common areas and other common amenities of the Project. The applicant acknowledges that the applicant shall have no objection to the same and the applicant will not claim any adverse rights to such construction.

The Applicant(s) understand that the developer/LLP shall have the absolute rights to extend land/area/licence area including future permissible FAR in future at its own discretion without any consent from the existing home/shop buyers /allottees of the Said Colony. Whereas in the scenario of future extension the developer/LLP shall use entry, exit and all common facilities of the project for construction. It is understood that the new buyer/allottee will use same entry, exit, amenities and all common facilities/area of Said Colony.

(d) The Applicant agrees and understands that the price of the Commercial Shop/Unit shall be based on the price of materials and labour charges pertaining thereto on the date when the excavation work at the Project site commences, which date shall be duly communicated to the Applicant. If, however, during the progress of construction upto the expiry of 36 months or 42 months (including grace period), as the case may be, from the abovementioned date, there is an increase/decrease in the price of the materials used in the construction work and/or labour charges (hereinafter referred to as "Escalation Charges"), the same shall be recoverable/ payable respectively from/to the Applicant/Allottee as per the rules and regulations issued by the competent authority. The Developer/LLP shall appoint a reputed firm of Chartered Accountants to independently audit and verify the computation of Escalation Charges done by the Developer/LLP from time to time. Such audited and verified Escalation Charges shall be paid/refunded (or adjusted), as the case may be, by/to the Applicant/Allottee before the offer of possession of the Unit to the Applicant/ Allottee. Escalation Charges, as intimated to the Applicant/Allottee shall be final and binding on the Applicant/Allottee. The Applicant/Allottee agrees and understands that any default in payment of the Escalation Charges shall be deemed to be a breach under the terms and conditions of the Application/ Builder Buyers Agreement. No possession shall be handed over to the Applicant/Allottee unless Escalation Charges are paid in full along with delayed interest, if any.

6. CONSIDERATION, TAXES AND PAYMENT OF DUES

(a)	The Applicant, on becoming an allottee, shall be liable to pay the total price for	the Comme	rcial Shop/Unit based
	on its Carpet Area Area equivalent to Rs	(Rupees	only) ("Total Price")
	as detailed in Anexure I .		

Signature of Applicant	Signature of Co-Applicant

- (b) In addition to the above consideration, The Allottee shall be required to pay Interest Free Maintenance Security Charges as mutually decided.
- (c) The Developer/LLP shall periodically intimate in writing to the Applicant (successful allottee) the amount payable as stated above in accordance with payment plan, the Applicant (successful allottee) shall make payment as demanded by the Developer/LLP within the time and in the manner specified therein. In addition, the Developer/LLP shall provide to the Applicant (successful allottee) the details of the new taxes/ fees/ charges/ levies etc. paid or demanded along with copy of any new amendment in the acts/rules/notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective.
- (d) 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 Developer/LLP shall be increased or decreased based on such change or modification.
- (e) Provided further that GST is applicable on interest, late fees and penalty on delayed payment. Pursuant to foregoing, interest, late fees and penalty on delayed payment along with GST applicable thereon will be computed and to be payable as and when the Applicant (successful allottee) will make such payments to the Developer/LLP against these charges. Provided further that if there is any increase in the rate of taxes / fees/ charges/ levies etc. after the expiry of the scheduled date of completion of the Project as per registration granted by the competent authority, which shall also include the extension of registration granted to the Project, if any, as per the Real Estate Act, the same shall not be charged from the Applicant (successful allottee).
- (f) The Total Price includes the Booking Amount paid by the Applicant (successful allottee) to the Developer/LLP towards the aforesaid Commercial Shop/Unit based on its Carpet area area.
- (g) The Applicant (successful allottee(s)) will be required to deposit the balance amount as per Payment Plan. In case of re-allotment, amount due from original allottee till the date of reallotment will be payable by the new allottee. Subsequent installment will be payable as per payment plan applicable to the original allottee. Any default in payment will bear penal interest as provided in rule 15 of the Haryana Real Estate Regulatory Authority, Rules, 2017.
- (h) All payments shall be made through DEMAND DRAFTS/CHEQUES/NEFT/RTGS ETC. in favour of "PYRAMID HOME DEVELOPERS LLP-MIDTOWN A/C". The Applicant (successful allottee (s)) must specify their name, address, application no., customer ID, mobile no. and Project name on the back side of cheque/demand draft accepted by the Developer/LLP and the Developer/LLP shall be deemed to have accepted such cheque/demand draft subject to their realization.
- (i) All payments should be deposited only at the office of the Developer/LLP. The Developer/LLP shall not be responsible/accountable for any payment made to agent/broker/any third person. The Applicant(s) must insist for duly signed receipt from the authorized personnel of the Developer/LLP.
- (j) In case of delayed payment of installments/any other dues by the Applicant(s), the Applicant(Successful Allottee) shall be liable to pay interest as provided in Rule 15 of the Haryana Real Estate Regulatory Authority Rules, 2017.
- (k) The Applicant (successful allottee) before taking possession of the Commercial Shop/Unit shall clear all the dues towards the said Shop/Unit.

Signature of Co-Applicant

- (I) The Total Price of the Commercial Shop/Unit includes recovery of price of land, construction of not only the Commercial Complex but also the common areas, infrastructure augmentation charges, cost of providing electrical wiring, electricity connectivity, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, any other infrastructure or utility based charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Complex and the Project.
- (m) The total price also includes the External Development Charges/IDC, Other Charges and Taxes, as applicable, as per applicable laws.
- (n) The cost of the electric meter is to be paid by allottee separately at the time of handing over the possession of the Commercial Space/Unit. The Applicant(s) shall sign and execute all papers, documents, agreements for purpose of obtaining electricity power back-up facility and or any other service. The Applicant(s) shall additionally pay on demand to the Developer/LLP his proportionate share of the cost for the provision of electric standby generator.
- (o) The Developer/LLP shall not be responsible towards any third party, who has made payments, remittances to the Developer/LLP on behalf of the Applicant and such third party shall have no right in the Said Unit. The Developer/LLP shall issue the payment receipts only in favour of the Applicant.

7. CANCELLATION & TRANSFER

- (a) If the Applicant (successful allottee) fails to make payments for two consecutive demands made by the Developer/LLP as per the Payment Plan opted by applicant, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Developer/LLP on the unpaid amount at the rate prescribed in the Rules;
- (b) In case of Default by Allottee under the condition listed above continues for a period beyond ninety days after notice from the Developer/LLP in this regard, the Developer/LLP may cancel the allotment of the Commercial Shop/Unit in favor of the Allottee and refund the money paid by the allottee by forfeiting the earnest money and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any dues payable to the Developer/LLP). The rate of interest payable by the allottee to the Developer/LLP shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the allottee shall be returned by the Developer/LLP to the allottee within ninety days 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 Developer/LLP shall intimate the allottee about such termination at least thirty days prior to such termination.
- (c) The Developer/LLP shall also be entitled to and hereby reserves its right to cancel the allotment/terminate this Application/ Builder Buyers Agreement in the manner described above, if in the opinion of the Developer/LLP, (a) the allotment of the Unit has been obtained through misrepresentation and concealment or suppression of any material fact, OR (b) the Applicant has violated or violates any of the directions issued, rules and regulations framed by the Developer/LLP or the Maintenance Agency or by any statutory body or Competent Authority(ies)/Department(s).

Signature of Applicant	Signature of Co-Applicant

- (d) The Applicant shall indemnify and undertakes to keep the Developer/LLP, its directors, representatives, assignees and nominees saved, indemnified and harmless from and against all losses, damages, liabilities and consequences resulting from nonpayment, nonobservance or breach by the Applicant of any law or representations, covenants, conditions, warranties and undertakings of the Applicant.
- (e) That the Applicant understands and agrees that it shall not alienate/nominate/transfer/assign its rights/ allotment in favour of any third party before the expiry of 12 months from the realization of the booking money paid by the Applicant and no outstanding dues against the said Unit should exist on that date. Prior information and confirmation from the developer is compulsory, However the Developer/LLP may at its sole discretion permit the transfer/assignment, subject to payment of transfer charges as may be decided by the Developer/LLP from time to time and subject to compliance by the Applicant of the applicable laws, rules, regulations and the directions of the Developer/LLP, Government, Competent Authorities etc. including the liability for payment of tax, penalty or duties etc., or as the case may be. The Transferee shall adhere to the terms and conditions of this Application and the Builder Buyers Agreement. In case of non-compliance by transferee, the applicant shall indemnify the developer for losses suffered and the transfer will not binding upon the developer.

8. SURRENDER

- (a) The Applicant(s) has fully understood and agrees that in case the Applicant(s) withdraws or surrenders his application for the allotment for any reason whatsoever at any point of time, then the Developer/LLP at its sole discretion may cancel/terminate the booking/allotment/application and shall forfeit the Earnest Money and will refund the balance amount, if any, to the Applicant(s).
- (b) In case of surrender/cancellation of Commercial Shop/Unit after 30th September of the next financial year, GST paid and/or due upto preceding Financial years along with booking amount and interest due etc. as per Applicable Laws shall be deducted & the balance amount shall be refunded to the Applicant.

9. LOANS

- (a) The Applicant(s) shall have no objection in case the Developer/LLP creates a charge on the Project land during the course of development of the Project for raising loan from any bank/financial institution. However, such charge, if created, shall be vacated before handling over possession of the Commercial Shop/Unit to the Applicant (successful allottee).
- (b) The Applicant (successful allottee) may avail loans from financial institutions to finance the Commercial Shop/Unit. However, if a particular financing institution or bank refuses to extend financial assistance on any ground, the Applicant (successful allottee) shall not make such refusal an excuse for non-payment of further installments / dues. In case there is delay in processing the loan in favour of the Applicant (successful allottee) due to any reason what-so-ever and consequently the payments of installments are delayed by the Applicant

Signature of Applicant	Signature of Co-Applicant

(successful allottee) to the Developer/LLP, the Applicant (successful allottee) agrees and accepts to make the payment of accrued interest to the Developer/LLP, unconditionally.

10. REGISTRATION & OTHER CHARGES

(a) The Applicant shall, before taking possession of the Commercial Shop/Unit, clear all the dues towards the Commercial Shop/Unit and have the conveyance/Sale deed for the Commercial Shop/Unit executed in his/her favour by the Developer/LLP after paying stamp duty, registration fee & administrative charges/ lawyer fees for registration of sale deed and other charges/expenses, as applicable, to the concerned sub registrar office.

11. POSSESSION

- (a) Possession of Commercial Shop/Unit shall be offered by the Developer/LLP on or before the expiry of four years from the date of receipt of environment clearance for the project.
- (b) Upon receipt of the occupation certificate or part thereof in respect of the Project, the Developer/LLP shall issue a written notice offering the possession of the Commercial Shop/Unit ("Possession Notice") to the Applicant (successful allottee) offering the possession of the Commercial Shop/Unit to be taken within three months from the date of above approval in terms of the Agreement. Upon receiving the Possession Notice from the Developer/LLP, the Applicant (successful allottee) shall take possession of the Commercial Shop/Unit from the Developer/LLP by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement and the Developer/LLP shall give possession of the Commercial Shop/Unit to the Applicant (successful allottee). In case the Applicant (successful allottee) fails to take possession within the time provided in the Possession Notice, such Applicant (successful allottee) shall continue to be liable to pay maintenance charges and holding charges in terms of the Agreement.
- (c) That the Applicant agrees and undertakes to use the said Shop/Unit only for Commercial purpose as defined as per prevailing norms and approvals and sanctions provided by the Statutory Authorities and for no other purpose and further the Applicant shall not conduct any illegal or immoral activities from or in the Shop/Unit. The Applicant further undertakes not to carry on any activity from and on the Shop/Unit, which creates nuisance or is illegal, obnoxious or contrary to public policy or contrary to the common interest of the collective owners/occupants of the Project. The applicant shall not modify or alter the basic structure of the Shop/unit. The applicant will not use the said Shop/unit or common areas or parking in any manner which may be illegal or create nuisance to others.
- (d) The Applicant shall not keep any material in the common areas of the Project. 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.
- (e) The LLP/ Developer had made it clear to the Applicant(s) (Successful Allottee) that the Land shall be transferred to related departments (HUDA,DHBVN etc.) under applicable law at any point of time/handing over of apartments/commercial to the owners, for the purpose of road, green belt, electrical substation or any other government facility related to the complex.

Signature of Applicant	Signature of Co-Applicant

12. MAINTENANCE

- (a) The Developer/LLP from the date of grant of occupancy certificate of the project or part thereof shall initially maintain the Project until the maintenance of the Project is handed over to the "Association of Commercial Shop Owners" for maintenance. Engaging any agency for such maintenance works shall be at the sole discretion and terms and conditions finalised by the "Association of Commercial Shop Owners" constituted under the Haryana Ownership Act 1983.
- (b) That Applicant shall from time to time sign all applications, papers, documents, maintenance agreement, electricity agreement and other relevant papers and agreement(s), as required, in pursuance to the allotment and to do all acts, deeds and things as Developer/LLP may require in the interest of the Project and Unit. In case of Joint Applicant, any document signed/accepted/acknowledged by the First Applicant shall be binding upon the other joint Applicants
- (c) The Applicant (successful allottee) shall bear costs of consumption of electricity and water for his Commercial Shop/Unit as well as the proportionate cost i.e. Security, House Keeping, Electricity, Water, Manpower & consumables, Insurance, AMC & Depreciation of Plant & Machinery etc. and other costs for providing common services and facilities in the Project with effect from the date of handing over of possession by the developer/LLP.
- (d) Each allottee shall promptly pay all such maintenance charges as demanded by the Developer/LLP or association of Commercial Shop owners or the competent authority and to secure the payment of such maintenance charges, the Allottee shall always keep deposited an amount @ Rs. ____/- per sq. ft. with the Developer/LLP or Association of Commercial Shop Owners/ Competent Authority, as the case may be; which shall be called "Non Refundable Interest Free Maintenance Security (IFMS) Deposit".

13. FORCE MAJEURE

- (a) The Construction/development of the Commercial Complex is subject to any event or combination of events or circumstances beyond the reasonable control of the Developer/LLP 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 Developer/LLP's ability to perform including but not limited to the following:
 - I. Act of god i.e. Fire, draught, flood, earthquake, epidemics, natural disasters;
 - II. Explosions or accidents, air crashes, act of terrorism;
 - III. Strikes or lock outs, industrial disputes;
 - IV. Non-availability of cement, steel or other construction/raw material due to strikes of manufacturers, suppliers, transporters or due to any reason whatsoever,
 - V. War and hostilities of war, riots, bandh, act of terrorism or civil commotion;

Signature of Co-Applicant

- VI. 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/LLP from complying with any or all the terms and conditions as agreed in the Agreement; or
- VII. Any legislation, order or rule or regulation made or issued by the Governmental Authority or if any Governmental Authority refuses, delays, withholds, denies the grant of necessary approvals/certificates for the Project/ Commercial Complex or if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority(ies) becomes subject matter of any suit / writ before a competent court or; for any reason whatsoever;
- VIII. Any event or circumstances analogous to the foregoing. ("Force Majeure Events").

 The Applicant (successful allottee) agrees and confirms that in the event it becomes impossible for the Developer/LLP to implement the Project due to Force Majeure Events and above mentioned conditions, then this allotment shall stand terminated and the Developer/LLP shall refund to the Applicant (successful allottee), the entire amount received by the Developer/LLP from the Applicant (successful allottee) within ninety days. The Developer/LLP shall intimate the Applicant (successful allottee) about such termination at least thirty days prior to such termination. After refund of the money as paid by the Applicant (successful allottee), the Applicant (successful allottee) agrees that he/ she shall not have any rights, claims etc. against the Developer/LLP and that the Developer/LLP shall be released and discharged from all its obligations and liabilities.

14. EVENTS OF DEFAULT

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

- (a) The Developer/LLP fails to provide ready to move in possession of the Commercial Shop/Unit to the Applicant(s) (successful allottee) 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 which includes the extended period, if any. For the purpose of this clause, 'ready to move in possession' shall mean that the Commercial Shop/Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities as agreed to between the parties and for which occupation certificate or part thereof has been issued by the competent authority;
- (b) Discontinuance of The LLP's business as a developer on account of suspension or revocation of his registration under the provisions of the Real Estate Regulation Act or the rules or regulations made thereunder.

In case of default by Developer/LLP under the conditions listed above, Applicant(s) (successful allottee) is entitled to the following:

a) Stop making further payments to Developer/LLP as demanded by the Developer/LLP. If the Applicant(s) (successful allottee) stops making payments, the Developer/LLP shall correct the situation by completing

Signature of Applicant	Signature of Co-Applicant

the construction/development milestones and only thereafter the Applicant(s) (successful allottee) be required to make the next payment without any interest for the period of such delay; or

b) The Applicant(s) (successful allottee) shall have the option of terminating the allotment of Commercial Shop/Unit. In such case the Developer/LLP shall be liable to refund the entire money paid by the Applicant(s) (successful allottee) under any head whatsoever towards the purchase of the Commercial Shop/Unit, along with an interest as provided in rule 15 of the Haryana Real Estate Regulatory Authority, Rules,2017, within ninety days of receiving the termination notice. Provided that where an Applicant(s) (successful allottee) does not intend to withdraw from the Project or terminate the allotment of the Commercial Shop/Unit, he shall be paid interest as provided in rule 15 of the Haryana Real Estate Regulatory Authority, Rules,2017 by the Developer/LLP for every month of delay till the handing over of the possession of the Commercial Shop/Unit, within ninety days of it becoming due.

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

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

In case of an event of default committed by an Applicant(s) (successful allottee), The Developer/LLP will have the following options (exercisable individually or jointly at the sole discretion of The Developer/LLP):

- a) The Applicant(s) (successful allottee) shall be liable to pay interest as provided in rule 15 of the Haryana Real Estate Regulatory Authority, Rules, 2017 for the period of delay.
- b) In case of payment of delayed installment as per the Payment Plan, the payment so made by the Applicant (successful allotee) shall first be adjusted towards interest accrued on previous outstanding amounts and only thereafter the balance payment shall be adjusted towards the current outstanding amounts.
- c) If the Applicant (successful allottee) fails to make payments for two consecutive demands made by the Developer/LLP as per the Payment Plan annexed hereto despite having been issued notice in that regards,

Signature of Applicant	Signature of Co-Applicant

the allottee shall be liable to pay interest to the to the Developer/LLP on the unpaid amount at the rate prescribed in the Rules;

- d) In case of Default by Allottee under the condition listed above continues for a period beyond ninety days after notice from the Developer/LLP in this regard, the Developer/LLP may cancel the allotment of the Commercial Shop/Unit in favour of the Allottee and refund the money paid by the allottee by forfeiting the Earnest money/booking amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non payment of any due payable to the Developer/LLP). The rate of interest payable by the allottee to the Developer/LLP shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the allottee shall be returned by the Developer/LLP to the allottee within ninety days 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 Developer/LLP shall intimate the allottee about such termination at least thirty days prior to such termination.
- e) In case of such cancellation, the Allotee(s) shall have no lien or claim on the Commercial Shop/Unit and The Developer/LLP will be entitled to sell, convey or transfer the Commercial Shop/Unit to any party at its sole discretion.

15. COMMUNICATION AND CHANGE OF ADDRESS

- (a) The Applicant hereby undertakes to inform the Developer/LLP of any change in his address or any other particular/information as given above, in writing, failing which the particulars available in the Application shall be deemed to be correct and all the letters or any kind of communication sent at the recorded address by the Developer/LLP shall be deemed to have been received by applicant (s) 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 borne all the cost and expenses.
- (b) The Applicant shall get its complete address registered with the Developer/LLP at the time of booking and it shall be its responsibility to inform the Developer/LLP in writing by registered AD letter for any change in its mailing or permanent address. If the Applicant fails to do so then 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 he shall be responsible for any default in making payment and other consequences that might occur therefrom.
- (c) In case of joint Applicant(s), The Developer/LLP shall send all letters/ notices and communications to the sole/first Applicant at his address given in the application form through registered/speed post or through courier. All such letters/notices and communications so sent to the sole/first Applicant shall be deemed to have been duly received by all Applicant(s) within 5 days from the date of dispatch. The Developer/LLP shall not be liable to send separate communication, letters and notices to the second Applicant(s) or to Applicant(s) other than the first Applicant(s)

16. COMPLIANCE OF LAWS RELATING TO REMITTANCE

Signature of Co-Applicant

(a) In case the Applicant is NRI/PIO, the Applicant further agrees that the Applicant itself shall be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 (FEMA), rules and regulations of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property, etc., and provide the Developer/LLP with such permissions, approvals which would enable the Developer/LLP to fulfill its obligations under this Application. The Applicant agrees that in the event of any failure on its part to comply with the applicable guidelines issued by the Reserve Bank of India, FEMA or any other law(s), the Applicant shall alone be liable for any action under the provisions of relevant Act, Regulations etc. The Developer/LLP accepts no responsibility and liability in this regard and the Applicant shall keep the Developer/LLP fully indemnified and harmless in this regard

17. DISPUTES & ARBITRATION

- (a) 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 and conditions thereof and the respective
 rights and obligations of the parties shall be settled amicably by mutual discussion, failing which the same shall
 be settled in accordance with the provisions of Indian Arbitration & Reconcilation Act 1996 and any statutory
 modifications thereof through the sole arbitrator appointed by The Developer/LLP in its behalf. The venue of the
 arbitration shall be at Gurugram.
- (b) The aggrieved party may also approach the adjudicating officer appointed under the Real Estate Act.
- (c) The courts at Gurugram shall have exclusive jurisdiction to entertain the disputes between the parties hereto.

Signature of Applicant	Signature of Co-Applicant

ANNEXURE - I

PROVISIONAL DETAILS OF THE UNIT

PKU	VISIONAL DETAILS OF THE UNIT		
	1) Unit No. :		
	2) Floor :		
	3) CARPET Area :sq. ft.		
	4) Terrace Area (If applicable):	sq. ft. (approx)
PAY	MENT PLAN: (Please tick Appropriate)		
Dov	vn Payment Plan { } Construction Linked Plan {	} Flexi Pa	yment Plan { }
The	Payment Plan opted by the Applicant is referred in An	ınexure-B appearing	hereinafter in this Application.
<u>AMO</u>	UNT PAYABLE		
1.	Basic Sale Price (BSP)	Rs.	Per Sq. Ft. on CARPET Area
2.	Preferential Location Charges (PLC)	Rs.	Per Sq. Ft. on CARPET Area
3.	Additional Preferential Location Charges	Rs.	Per Sq. Ft. on CARPET Area
4.	External Development Charges (EDC) and	Rs.	Per Sq. Ft. on CARPET Area
	Infrastructure Development Charges (IDC)		
5.	Interest Free Maintenance Security Deposit	Rs.	Per Sq. Ft. on CARPET Area
6.	Community Building Membership Charges	Rs.	Per Sq. Ft. on CARPET Area
7.	Other Charges, if any	Rs.	Per Sq. Ft. on CARPET Area
8.	GST(CGST+SGST)	Rs.	
	Total		
Note			
	addition to above the Allottee is required to pay stam ted Unit.	ip duty/registration (charges at the time of conveyancing of the
	other amounts towards third party charges including	g fresh/new statutory	y charges/taxes (including GST) or revise
	, if any, or otherwise as indicated in the Applicatio	n/Agreement shall b	pe payable by the Applicant as and when
dema	anded by the Developer/LLP for the Unit.		

Signature of Applicant	Signature of Co-Applicant

HARERA REGISTRATION NO.

APPLICATION FOR ALLOTMENT OF RESIDENTIAL FLATS UNDER AFFORDABLE HOUSING POLICY, 2013 OF GOVERNMENT OF HARYANA.

To, Pyramid Home Developers LLP. H-38, Ground Floor, M2K, White House, Sector-57 Gurugram - 122001, Haryana.

Dear Sir,

I/We, the undersigned as the applicant(s) (hereinafter "Applicant"), hereby apply by way of this application letter (hereinafter "Application") for booking of a residential apartment along with the parking space (as per Affordable Housing Policy, 2013) (hereinafter "Apartment") in the Affordable Group Housing Colony (hereinafter "Project") namely "MIDTOWN" proposed to be developed by Pyramid Home Developers LLP ,Gurugram, Haryana (hereinafter "Developer/LLP") as per the Haryana Affordable Housing Policy, 2013 notified by Government of Haryana vide Notification No. PF- 27/48921 dated 19th August, 2013 and amendments thereto (hereinafter "Policy"). I/we understand that initially, the Developer/LLP has obtained **License No. 133 of 2019** dated **16/12/2019** from the office of Director General, Town and Country Planning, Haryana (hereinafter "DGTCP") in the name of M/s. GOLDEN VIEW BUILDERS P LTD, BULLS REALTORS P LTD, FIVE RIVERS DEVELOPERS P LTD, FIVE RIVERS TOWNSHIP P LTD (Land Owners) in collaboration with Commander Realtors Private Limited. However, later developer/LLP has obtained the approval for change of developer vide order dated from DGTCP for developing the aforesaid affordable group housing colony, on a land admeasuring 5.6972 acres in the revenue estate of villageBehrampur and Ullawas, also known as Sector 59 Gurugram (Haryana), (hereinafter "Land") as per tentative carpet area, size and payment plan opted by me/us as per the details annexed along with this application. The building plan of the same has been approved vide ZP-1388/ID/(RD)/2020/4137 dated 12.02.2020 valid for 5 years subject to validity of the license of the project.

1.) ACCOUNT NAME : PYRAMID HOME DEVELOPERS LLP-MIDTOWN A/C

2.) BANK NAME : KOTAK MAHINDRA BANK

3.) ACCOUNT NO. : 9811000002 4.) IFSC CODE : KKBK0004265

5.) BRANCH : SECTOR 54, GOLF COURSE ROAD, GURGAON 122002

Notwithstanding anything contained herein, I/We, the applicant acknowledges and understand that, by virtue of this application:

- (i) The Applicant is submitting the application for booking of the aforesaid Apartment through draw of lots;
- (ii) The above Apartment has not been allotted, sold or otherwise transferred by the Developer/LLP. Further, it is hereby clarified that by virtue of this Application, the Developer/LLP has not allotted, sold or otherwise transferred the Apartment notwithstanding the fact that the Developer/LLP may have issued an acknowledgment in receipt of the application money tendered with this Application.

Signatures of Applicant	Signatures of Co-Applicant

(iii) In the event the Applicant becomes a successful allottee as per the procedure provided hereunder, the applicant agrees to sign and execute the allotment letter ("Allotment Letter") and the builder buyer's agreement/agreement to sell ("Agreement") as prescribed under HRERA Rules within the time frame as provided by the Developer/LLP.

The Applicant agree to abide by all the prescribed terms and conditions set forth in the said Allotment Letter and the Agreement and to comply with all the statutory requirements as applicable and adhere to all the applicable laws.

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

That the Applicant has applied for booking of the Apartment with the complete knowledge of the laws, notifications, rules and regulations applicable to the Apartment and has fully satisfied himself/ herself about the right and title of the Developer/LLP in the Apartment. Further, that the Applicant hereby undertakes that he/ she shall abide by all laws, rules and regulations and terms and conditions of the competent authorities, applicable to the Apartment.

Signatures of Applicant	Signatures of Co-Applicant

Application Form Serial No: My / Our Particulars are as under: Sole / First Applicant: Name: Mr./Ms. Son/Wife/Daughter of Date of Birth Nationality Occupation Residential Status: Resident/ Non Resident PAN Number: Aadhar Card No Permanent Address **Communication Address** E-Mail Telephone No.: Mobile No.: Applicant's Name (As in Bank Account Name of Applicant's Bank: IFSCode of the Bank: Bank Account No.: Branch Address.: Note: - Cancellation/refunds will be processed in favour of above mentioned bank account. In case of any discrepancy applicant will be solely responsible.

Signatures of Applicant	Signatures of Co-Applicant

Second Applicant (If any)

Second Applicant:	
Name: Mr./Ms.	
Son/Wife/Daughter of	
Date of Birth D DIM N Y YYY	
Nationality Nationality	
Occupation	
Residential Status: Resident Non Resident	
PAN Number:	_
Aadhar Card No	
Permanent Address	
Communication Address	
E-Mail	
Telephone No.:	
Mobile No.:	
Applicant's Name (As in Bank Account):	
Name of Applicant's Bank:	
IFS Code of the Bank:	
Bank Account No.	
Branch Address.:	

Signatures of Applicant	Signatures of Co-Applicant

PLEASE ANSWER

1.	. Whether the Applicant(s) or their s	pouse or their dependent children is	the identified beneficiaries of said Town
	identified under PMAY Scheme.	Yes No. If answer is yes please	provide registration noand
_	date//		
2.		·	the identified beneficiaries of said State of
	•	ieme. Yes No No. If answer is yes	s please provide registration noand
3.		-	own any apartment /plot in any HUDA as in Haryana, UT of Chandigarh and NCT
	Yes No		
4.	. If answer to column No. 3 above is write 'N.A.'	s "Yes", please provide details sough	t in column Nos. 3(a) to 3(c), otherwise
	(a) Person in whose name property	is	
	registered		
	-		
	(b) Address of the property		
	() N 0 A 1 1 C		
	(c) Name & Address of		
	developer		
	4. Whether Applicant(s) or their sr	ouse or their denendent children ha	ve made any application for allotment of
			the aforesaid Haryana Affordable Housing
	Policy, 2013 of Government of Harya		
	Signatures of Applicant		Signatures of Co-Applicant

write N.A.			
(a) Person in whose name			
(b) Name & Loca	tion of affordable	group housing	
colony			
(c) Name & Address of			
developer			
	PL	EASE ANSWER	
6. If applicant lies under PMAY scheme	please share deta	ils below.	
For Gurugram city: -			
PMAY Application No	Date	Rajistration No)
DatePlace		Office	
For Haryana State: -			
PMAY Application No	Date	Rajistration N	0
DatePlace	e	Office	
7. Payment Details: -			
Carpet area of Apartment ishereby remit a sum	square feet	[excluding balcony] Type o	of Unit(as per brochure) and I/wo
of RsRupe	es		(only)
on			dateddrawnnt i.e. approx. 5% of the cost of the
Apartment ("Booking Amount").			
Signatures of Applicant			Signatures of Co-Applicant

5.If answer to column No. 4 above is "Yes", please provide details sought in column Nos. 5(a) to 5(c), otherwise

Important Note:

- 1. The Booking Amount shall be accepted vide a single transaction whether it is through DD/ Cheque or any other mode of payment.
- 2. Any cutting or overwriting on the Application without signature of Applicant shall not be accepted.
- 3. After the last date of submission of Application forms to the Developer/LLP, no amendment in the Application shall be accepted.

DECLARATIONS

I/we have not made any other application for allotment of Apartment in the Project stated above. I/we further declare that in case cheque /demand draft/ online mode of transactions submitted along with this Application towards Booking Amount gets dishonored due to any reason whatsoever, my/our Application shall be treated as "not submitted" at all and I/we shall not be entitled to participate in draw for allotment of Apartments.

I/we have read and understood the aforesaid Policy, which is available on the website of DGTCP and undertake to remain bound by the same. I/we understand that there may be various types of apartments in aforesaid Project and I/we shall accept allotment of Apartment as per result of draw of lots of the applied category irrespective of its type.

Further, I/ We understand that the Applicant (successful allotee) shall be required to make the payments in accordance with the Payment Plan (as defined hereunder).

I/we further declare that the Developer/LLP has answered all the queries raised by me/us. Hence, I/we are making this Application after being fully satisfied with the answer given by the Developer/LLP.

The Applicant authorizes the Developer/LLP to make refunds (if any) through cheque/demand draft issued in the name of first Applicant only. Refunds, made to first Applicant shall discharge the Developer/LLP of its obligations towards second Applicant (if any), also.

The Applicant declares that the particulars given herein above are true and correct to my/our knowledge. I/we have read and understood the attached terms and conditions and undertake to be bound by the same.

I/we are submitting following documents along with this Application.

- 1. Affidavit on Non-judicial Stamp Paper of Rs. 10/- duly attested by Notary Public in the required format.
- 2. Self-attested copy of address proof [Aadhar Card/Voter's I-D card/Passport]
- 3. Self-attested copy of PAN Card of applicant(s).

That the Applicant has applied for booking of the Apartment with the complete knowledge of the laws, notifications, rules and regulations applicable to the Apartment and has fully satisfied himself/ herself about the rights and title of the Developer/LLP in the Project.

Further, that the Applicant hereby undertakes that he/ she shall abide all laws, rules and regulations and terms and conditions as made applicable to the apartment by the competent authorities.

Signatures of Applicant	Signatures of Co-Applicant

TERMS AND CONDITIONS FOR BOOKING OF THE APARTMENT IN THE GROUP HOUSING COLONY PROPOSED TO BE DEVELOPED BY PYRAMID HOME DEVELOPERS LLP (DEVELOPER) AT SECTOR – 59, VILLAGE BEHRAMPUR AND ULLAWAS, GURUGRAM UNDER THE AFFORDABLE HOUSING POLICY 2013 OF THE GOVERNMENT OF HARYANA BEARING NOTIFICATION NO. PF-27/48921 DATED 19th AUGUST, 2013.

1. NATURE OF BOOKING

- a) This is an application for provisional booking for a Residential Apartment in the Affordable Group Housing Colony namely "MIDTOWN", proposed to be developed by Pyramid Home Developers LLP, Gurugram.
- b) This provisional booking does not convey in favour of Applicant(s) any right, title or interest of whatsoever nature unless and until the conveyance deed is executed in favour of the Applicant(s)
- c) This provisional booking shall be confirmed by the Developer/LLP only when the Applicant(s) (successful allottee) shall sign and execute the Allotment Letter, make the payment of Allotment Money along with applicable taxes and shall enter into the registered Builder Buyer's Agreement.

2. PROJECT LAND TITLE, LICENCES AND LOCATION

- (a) The Applicants(s) have applied for allotment of aforesaid apartment with full knowledge and subject to all the laws/notifications(s) and rules applicable in general, which have been explained by the Developer/LLP to the Applicant(s) in vernacular language and duly understood by the Applicant(s).
- (b) The Applicant(s) has examined and fully satisfied himself/herself/themselves about the rights, interest and the title of the Developer/LLP in the project land through various registered collaboration agreements amongst the land owners and the developer having vasika nos.9585 & 9586 dated 06.09.2019 and registered GPA(s) in favor of developer bearing vasika nos. 693 & 694 dated 03.01.2020, registered at Sub-Tehsil Wazirabad, Gurugram, Haryana on which the Project/ the Apartment will be constructed/developed and has understood all limitations and obligations in respect thereof. And there will be no more investigation or objection by the Applicant(s) in this respect. The Applicant agrees and accepts to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by DGTCP and/or by any other competent authorities in this regard to the Developer/LLP.
- (c) The Applicant(s) has inspected the site where the Apartment is proposed to be constructed. The Applicant(s)has not merely relied or been influenced by any architect's plan, sales plan, sales brochures, advertisement, representations, warrantees, statements or estimates of any nature whatsoever whether written or oral made by the Developer/LLP and has taken his/her/their personal judgment prior to booking the Apartment.

3. APPLICABLE LAWS

- a) The Project "MIDTOWN" is governed by the Haryana Affordable Housing Policy, 2013 and subsequent amendments therein(Policy). All the terms and conditions of the Policy shall be applicable on the Apartment allotted under the Application. The Applicant undertakes to abide by all applicable laws including any bye laws, rules and regulations including the Real Estate (Regulation and Development) Act 2016 and the rules framed thereunder ("Real Estate Act").
- b) Any person can apply, however, the PMAY beneficiaries, which include their spouse or dependent children, identified by the Urban Local Bodies Department, Haryana under" Pardhan Mantri Aawas Yozna-Housing for All" programme shall be granted preference in allotment. First priority shall be given to the identified beneficiaries of the said Town followed by other PMAY beneficiaries of the State of Haryana. Thereafter, for the remaining flats, person which includes their spouse or dependent children who do not own any flat/plot in any HUDA developed colony/sector or any licensed colony in any of the Urban Areas in Haryana, UT of Chandigarh and NCT Delhi shall be given next preference in allotment of apartments. An Applicant in a specific colony shall make only one Application. Any successful Applicant under this policy shall not be eligible for allotment of any other flat under this Policy in any other

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- colony. In case, he/she is successful in more than one colony, he/she will have a choice to retain only one flat. All such Applicants shall submit an affidavit to this effect.
- c) Upto 5% of the total number of Apartments as approved in the building plans may be allotted by the Developer/LLP to its employees/associates/friends/relatives etc.in accordance with Policy.
- d) The Total Price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the common areas, [infrastructure augmentation charges], cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, any other infrastructure or utility based charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project. Further, All government levies, charges and taxes as applicable shall be payable/recoverable over and above the Basic Price as per applicable laws.
- e) The Developer/LLP shall be required to provide the following community sites in the Project, which shall form part of the common areas and facilities:
 - (I) One built-up community hall of not less than 2000sqft.
 - (ii) One built-up anganwadi cum creche of not less than 2000 sqft. area..
- f) Only one two-wheeler parking site shall be earmarked for the Apartment, which shall be allotted only to the Applicant (successful allottee). The parking bay of two-wheelers shall be 0.8m x 2.5m unless otherwise specified in the zoning plan. No car parking shall be allotted to Applicant (successful allottee) in the Project. The balance available parking space, if any, beyond the allocated two-wheeler parking sites, can be earmarked as free-visitor-car-parking space.
- g) There will be no power back up facility in the Project. However, if power backup is required to be provided either for lifts or for common areas and facilities, cost of equipment and installation thereof forms part of the Total Price.

4. ALLOTMENT

- (a) Only such applications shall be considered for draw of lots which are complete and which fulfill the criteria laid down in the Policy. However, it is possible that some of the application forms have certain minor deficiencies viz., missing entry on the application form, incorrect /missing line in affidavit, illegible copies of certain documents. Such applications may also be included in the draw of lots. However, in case any of such applications are declared successful in the draw of lots, applicants may be granted an opportunity of removing the shortcomings in their application in all respects within a period of 15 days, failing which their claim shall stand forfeited. The said 15 days period shall start from the date of publication of the list of successful allottees in the newspaper marking those successful applications with minor deficiencies for information and notice of such applicants for removing such deficiencies and submit the same to the concerned DTP. The list of such successful allottees shall also be maintained on the website of the Department.
- (b) Once the applications relating to booking of apartments in the Project are received by the Developer/LLP, the same shall be scrutinized. Scrutiny of applications received for allotment of apartments in Project shall be completed by the Developer/LLP, under the overall monitoring of concerned District Town Planner, Gurugram ("DTP"). The scrutiny of applications by the joint team of the Developer/LLP and DTP shall be completed within three months from the last date of receipts of applications. Applications found to be ineligible shall be returned within one month of completion of scrutiny by the Developer/LLP indicating the grounds on which the application has been held to be ineligible along with the Booking Amount received from such applicants. No interest shall be paid in such cases.
- (c) Allotment of apartments in the Project shall be made by way of draw of lots. Date of draw of lots shall be fixed by the Senior Town Planner, Gurugram Circle. After fixation of date for draw of lots, an advertisement shall be issued by the Developer/LLP informing the Applicants about the details regarding date/time and venue of the draw of lots in the same newspaper in which the original advertisement was issued.

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- (d) The draw for allotment of apartments in the Project shall be held under the supervision of a committee consisting of deputy commissioner or his representative (at least of the cadre of Haryana Civil Services), Senior Town Planner (Gurugram Circle), DTP and the representative of the Developer/LLP.
- (e) A waiting list for a maximum of 25% of the total available number of apartments in Project available for allotment shall also be prepared during the draw of lots who can be offered the allotment in case some of the successful allottees are not able to remove the deficiencies in their application within the prescribed period of 15 days. In case of surrender of apartments in the Project by any successful applicant, an amount of Rs 25000/- (Rupees Twenty Five Thousand only) plus all applicable charges, taxes shall be deducted by the Developer/LLP as per policy. Such apartments may be considered by the committee for offer to those applicants failing in the waiting list. However, non-removal of deficiencies by any successful application shall not be considered as surrender of apartment and no such deduction of Rs 25000/- shall be applicable in such cases. If any wait listed candidate does not want to continue in the waiting list, he may seek withdrawal and the Developer/LLP shall refund the Booking Amount within 30 days, without imposing any penalty. The waiting list shall be maintained for a period of 2 years, after which the Booking Amount shall be refunded back to the waitlisted applicants without any interest. All non-successful applicants shall be refunded back the Booking Amount within 15 days of holding the draw of lots.
- (f) The Allotment Letter/Builder Buyer Agreement shall be executed by the Developer/LLP after realization of money due on Allotment alongwith applicable taxes etc. However issuance of Allotment Letter/Builder-Buyer Agreement shall not confer any claim/right to the Applicant(s) until all the terms and condition of Application Form and/or Allotment Letter/Builder Buyer Agreement are fulfilled and complied by the Applicant(s), failing which this provisional booking shall be cancelled.

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

- (a) The Applicant(s) has seen the building plan, layout plan, area of unit, unit no. etc. and has been made aware of and accepts that the building plan, layout plan, Carpet Area, Specifications are tentative and that there may be variations, deletions, additions, alterations made by the Developer/LLP as it may in its sole discretion deem fit and proper, or by or pursuant to requirements of a Governmental Authority, which alterations may involve changes, including change in the Building plans for the Project, specifications, quantity, standard and quality of material to be used in construction of Project 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 construction of the building/Apartment and the occupation certificate/ part occupation (as the case may be) is granted by the competent authority, the Developer/LLP shall confirm the carpet area of the Apartment and in the event of reduction in the carpet area of the Apartment, the Developer/LLP shall refund the excess amounts paid by the Applicant(s) within 90 (ninety) days from the date when such excess amount was paid by the Applicant. The Applicant(s) further agree that in the event of any increase in the carpet area of the Apartment, which shall not be more than 5% (five percent) of the carpet area of the Apartment as mentioned in the Application and the Agreement and subject to the maximum ceiling provided under the Policy, the Developer/LLP shall be entitled to demand the payable amounts along with the next due installment 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.
- (b) The Applicant(s) understand that the developer/LLP shall have the absolute rights to extend land/area/licence area including future permissible FAR in future at its own discretion without any consent from the existing home buyers /allottees of the Said Colony. Whereas in the scenario of future extension the developer/LLP shall use entry, exit and all common facilities of the project for construction. It is understood that the new buyer/allottee will use same entry, exit, amenities and all common facilities/area of Said Colony.

6. CONSIDERATION, TAXES AND PAYMENT OF DUES

(a) All payments shall be made through DEMAND DRAFTS/CHEQUES/NEFT/RTGS ETC. in favour of "**PYRAMID HOME DEVELOPERS LLP-MIDTOWN A/C**. The Applicant (successful allottee (s)) must specify their name, address,

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- application no., customer ID, mobile no. and Pro ject name on the back side of cheque/demand; draft accepted by the Developer/LLP and the Developer/LLP shall be deemed to have accepted such cheque/demand draft, subject to their realization.
- (b) All payments should be deposited only at the office of the Developer/LLP. The Developer/LLP shall not be responsible/accountable for any payment made to agent/broker/any third person. The Applicant(s) must insist for duly signed receipt from the authorized personnel of the Developer/LLP.
- (c) The Total Price is escalation free, save and except those increases which the Applicant (successful allottee) 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 Developer/LLP undertakes and agrees that while raising a demand on the Applicant (successful allottee) for increase in development charges, cost/charges imposed by the competent authorities, the Developer/LLP shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Applicant (successful allottee). 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 Apartment as per registration with the competent authority, which shall include the extension of the registration, if any, granted against the said Apartment by the competent authority, as per applicable laws, the same shall not be chargeable from the Applicant (successful allottee).
- (d) The Total Price includes the Booking Amount paid by the Applicant (successful allottee) to the Developer/LLP towards the aforesaid Apartment.
- (e) The Applicant, on becoming a successful allottee in the manner as provided in this Application, shall be liable to pay the total price for the Apartment based on its carpet area detailed as below:
 - i Rate of the apartment 4000/-per Sq. Ft. and Balcony Area 500/- per Sq. Ft.(excluding taxes)
 - ii. The Total Price includes the Booking Amount paid by the Applicant (successful allottee) to the Developer/LLP towards the aforesaid Apartment.
 - iii. The Applicant has to deposit 5% of the Total Price along with the Application. The Applicant (successful allottee(s)) will be required to deposit additional 20% amount of the Total Price at the time of allotment of Apartment. The Balance 75% of the Total Price will be payable by the Applicant in 6(six) equated 6 (six) monthly installment spread over a three year- period, with no interest falling, if payment made before the due date for payment ("Payment Plan"). In case of re-allotment, amount due from original allotment till the date of re-draw will be payable by the new allottee. Subsequent installment will be payable as per payment plan applicable to the original allottee. [Any default in payment will bear penal interest as provided in rule 15 of the Haryana Real Estate Regulatory Authority, Rules, 2017]
- (f) The Developer/LLP shall periodically intimate in writing to the Applicant (successful allottee), the amount payable as stated above, the Applicant (successful allottee) shall make payment as demanded by the Developer/LLP within the time and in the manner specified therein. In addition, the Developer/LLP shall provide to the Applicant (successful allottee) the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with amendment in the acts/rules/notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective. In case there is any change or modification in the rate of any applicable taxes/ fees/ charges/ levies etc., the subsequent amount payable by the Applicant (successful allottee) to the Developer/LLP shall be increased or decreased based on such change or modification. Provided further that GST is applicable on interest, late fees and penalty on delayed payment. Pursuant to foregoing, interest, late fees and penalty on delayed payment along with GST applicable thereon will be computed and to be payable as and when the Applicant (successful allottee) will make such payments to the Developer/LLP against these charges. Provided further that if there is any increase in the rate of taxes / fees/ charges/ levies etc. after the expiry of the scheduled date of completion of the Project as per registration with the competent authority, which shall include the extension of registration, if any, granted to the Project by the competent authority, as per the Real Estate Act, the same shall not be charged from the Applicant (successful allottee).
- (g) In case of delayed payment of installments/any other dues by the Applicant(s), the Applicant(Successfully Allottee) shall be liable to pay interest as provided in Rule 15 of the Haryana Real Estate Regulatory Authority Rules, 2017.

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(h) The Applicant (successful allottee) shall before taking possession of the Apartment clear all the dues towards the Apartment.

7. LOANS

- (a) The Applicant(s) shall have no objection in case the Developer/LLP creates a charge on the Project land during the course of development of the Project for raising loan from any bank/financial institution. However, such charge, if created, shall be vacated before handing over possession of the Apartment to the Applicant (successful allottee).
- (b) The Applicant (successful allottee) may avail loans from financial institutions to finance the Apartment. However, if a particular financing institution or bank refuses to extend financial assistance on any ground, the Applicant (successful allottee) shall not make such refusal an excuse for non-payment of further installments / dues. In case there is delay in processing the loan in favour of the Applicant (successful allottee) due to any reason what-so-ever and consequently the payments of installments are delayed by the Applicant (successful allottee) to the Developer/LLP, the Applicant (successful allottee) agrees and accepts to make the payment of accrued interest to the Developer/LLP, unconditionally.

8. CANCELLATION & RESTRICTION ON TRANSFER

- (a) If the Applicant (successful allottee) fails to deposit the installments within the time-period in terms of the Payment Plan as prescribed in the Allotment Letter and BBA Agreement, a reminder may be issued to him for depositing the due installments within a period of 15 days from the date of issue of such notice. If the Applicant still defaults in making the payment, the list of such defaulters may be published in a regional Hindi newspaper having circulation of more than 10000 in the state for payment of due amount within 15 days from the date of publication of such notice, failing which allotment in relation to the Applicant (successful allottee) may be cancelled. In such case, an amount of Rs. 25,000/- (Rupees Twenty-Five Thousand Only) plus taxes and such other charges as mentioned in Affordable Housing Policy vide Notification No PF-27/15922 dated 05th July, 2019 issued by Haryana Government Town and Country Planning Department through amendment in Clause 5(iii) of Haryana Affordable Housing Policy dated 19.08.2013, shall be deducted by the Developer/LLP.
 - GST paid and/or due on demand made during a financial year and if cancellation of unit takes place after 30th September of the next financial year, GST paid and/or due upto preceding Financial Years along with cancellation charges and interest due etc. as per Affordable Housing Policy, 2013 shall be deducted & the balance amount shall be refunded to the Applicant. Such apartments may be considered by the committee for offer to those applicants falling in the waiting list.
- **(b)** Once the Apartment is allotted in favour of Applicant (successful allottee), the same cannot be transferred by the Developer/LLP at Applicant(s)' request to any other person by documentation in its records. Such Apartment shall also be prohibited for transfer/sale up to one year after getting the possession by the Applicant (successful allottee). Breach of this condition will attract penalty equivalent to 200% of the Total Price. The penalty will be deposited in the "Fund" administered by the Town and Country Planning Departments so that the infrastructure of the State can be improved. Failure to deposit such penalty shall result in resumption of the Apartment from the Applicant (successful allottee) and its re-allotment in consultation with the Department.
- **(c)** The transfer of the Apartment through execution of irrevocable General Power of Attorney where the consideration amount has been passed to the executor or any one on his behalf will be considered as sale of the property and same **will** be counted as breach of the Policy. Penal proceedings as per the Policy shall be initiated against the Applicant (successful allottee).

9. REGISTRATION & OTHER CHARGES

(a) The applicant shall get the conveyance deed for the Apartment executed in his favour from the Developer/LLP after paying stamp duty, registration fee and other charges/expenses, as applicable, to the concerned sub registrar.

10. POSSESSION

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- (a) Possession of Apartment shall be offered by the Developer/LLP on or before the expiry of four years from the date of receipt of environment clearance for the project.
- (b) Upon receipt of the occupation certificate or part thereof of building blocks in respect of the Project, the Developer/LLP shall issue a written notice offering the possession of the Apartment ("Possession Notice") to the Applicant (successful allottee) offering the possession of the Apartment to be taken within three months from the date of above approval in terms of the Agreement. Upon receiving the Possession Notice from the Developer/LLP, the Applicant (successful allottee) shall take possession of the Apartment from the Developer/LLP by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement and the Developer/LLP shall give possession of the Apartment to the Applicant (successful allottee). In case the Applicant (successful allottee) fails to take possession within the time provided in the Possession Notice, such Applicant (successful allottee) shall continue to be liable to pay maintenance charges and holding charges in terms of the Agreement.
- (c) The Apartment shall be used only for residential purposes by the Applicant (successful allottee). After handing over of the possession of the Apartment by the Developer/LLP, the Applicant (successful allottee) shall himself be responsible for repairs and maintenance thereof. Applicant (successful allottee) shall never make any structural changes in said Apartment. Applicant (successful allottee) shall not add or remove (either in part or whole) any wall or pillar or RCC slab (including if same forms part of said Apartment).
- (d) The Applicant (successful allottee) shall be entitled only to the area enclosed within the peripheral walls of the Apartment. Applicant (successful allottee) shall not keep any material in the common areas of the Project. Applicant (successful allottee) 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.
- (e) The LLP/ Developer had made it clear to the Applicant(s) (Successful Allottee) that the Land shall be transferred to related departments (HUDA,DHBVN etc.) under applicable law at any point of time/handing over of apartments/commercial to the owners, for the purpose of road, green belt, electrical substation or any other government facility related to the complex.

11. MAINTENANCE

- (a) The Developer/LLP shall maintain the Project free of cost for a period of five years from the date of grant of occupancy certificate or part thereof, after which the Project shall stand transferred to the "association of apartment owners" constituted under the Haryana Apartment Ownership Act 1983, for maintenance. The Developer/LLP shall not be allowed to retain the maintenance of the Project either directly or indirectly (through any of its agencies) after the end of the said five years period. Engaging any agency for such maintenance works shall be at the sole discretion and terms and conditions finalised by the "Association of Apartment Owners" constituted under the Apartment Ownership Act 1983.
- (b) The Applicant (successful allottee) shall bear costs of consumption of electricity and water for his Apartment as well as the proportionate running cost (i.e., electricity, water, manpower & consumables) for providing common services and facilities in the Project with effect from the date of handing over possession of Apartment by the Developer/LLP.

12. FORCE MAJEURE

- (a) The construction/development of the Project/ Apartment is subject to any event or combination of events or circumstances beyond the reasonable control of the Developer/LLP which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the LLP's ability to perform including but not limited to the following:
 - I. Act of god i.e. Fire, draught, flood, earthquake, epidemics, natural disasters;
 - II. Explosions or accidents, air crashes, act of terrorism;
 - III. Strikes or lock outs, industrial disputes;
 - IV. on-availability of cement, steel or other construction/raw material due to strikes of manufacturers, suppliers, transporters or
 - V. War and hostilities of war, riots, bandh, act of terrorism or civil commotion;
 - VI. The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order 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

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- VII. 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/Apartment/ building or if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority(ies) becomes subject matter of any suit / writ before a competent court or; for any reason whatsoever;
- VIII. Any event or circumstances analogous to the foregoing. ("Force Majeure Events"). The Applicant (successful allottee) agrees and confirms that in the event it becomes impossible for the Developer/LLP to implement the Project due to Force Majeure Events and above mentioned conditions, then this allotment shall stand terminated and the Developer/LLP shall refund to the Applicant (successful allottee), the entire amount received by the Developer/LLP from the Applicant (successful allottee) within ninety days. The Developer/LLP shall intimate the Applicant (successful allottee) about such termination at least thirty days prior to such termination. After refund of the money paid by the Applicant (successful allottee), the Applicant (successful allottee) agrees that he/she shall not have any rights, claims etc. against the Developer/LLP and that the Developer/LLP shall be released and discharged from all its obligations and liabilities.

13. EVENTS OF DEFAULT

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

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

Subject to the Force Majeure Events, court orders, Government policy/ guidelines, decisions, The Applicant(s) (successful allottee) shall be considered under a condition of default, in the following events:

a) Dishonor of any cheque(s) including post-dated cheques given by the Applicant(s) (successful allottee) to the Developer/LLP for any reason whatsoever;

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- b) Failure to execute the Agreement, conveyance deed, maintenance agreement and/or any other document required to be executed with Developer/LLP within such timelines as stipulated by the Developer/LLP in terms of the Agreement/Application;
- c) Applicant(s) (successful allottee) fails to take possession of the Apartment within the time provided herein above;
- d) Failure to pay any taxes and other charges including stamp duty, legal charges, registration charges, any incidental charges etc. in terms of the Agreement/Application;
- e) Any other breach of the provision under Agreement/Application/ Policy by the Applicant(s) (successful allottee).
- f) In case of an event of default committed by an Applicant(s) (successful allottee) in terms of sub clause (i) above, the Developer/LLP will have the following options (exercisable individually or jointly at the sole discretion of the Developer/LLP):
 - I. The Applicant(s) (successful allottee) shall be liable to pay interest as provided in rule 15 of the Haryana Real Estate Regulatory Authority, Rules, 2017 for the period of delay.
 - II. In case of payment of delayed installment as per the Payment Plan, the payment so made by the Applicant (successful allotee) shall first be adjusted towards interest accrued on previous outstanding amounts and only thereafter the balance payment shall be adjusted towards the current outstanding amounts.
 - III. Subject to the provision for payment of interest, in the event the Applicant (successful allotee) fails to make the payment of any of the installments of the Total Price or any other amounts falling due within the stipulated time, the Developer/LLP may issue a notice to the Applicant (successful allottee) for making the payment of the due amount within a period of 15 (fifteen) days from the date of issue of such notice. If the Applicant (successful allottee) still defaults in making payment of the amount due along with interest within the period of said 15 (fifteen) days, the Developer/LLP may publish the name of the Applicant (successful allotee) in a regional Hindi newspaper in Haryana as a defaulter requiring the payment of the amount due within 15 (fifteen) days from the date of the publication of such notice. Upon the failure of the Applicant (successful allotee) to clear the entire due amount within this additional period of 15 (fifteen) days, the allotment of the Apartment shall stand cancelled without the need for the Developer/LLP to do or undertake any more steps. In case of such cancellation, the Allotee(s) shall have no lien or claim on the Apartment and the Developer/LLP will be entitled to sell, convey or transfer the Apartment to any party at its sole discretion. In such an event, the amount received from the Applicant (successful allotee) till the date of cancellation of the allotment of the Apartment by the Developer/LLP, shall be refunded to the Applicant (successful allotee) after deducting the cancellation charges, GST & other taxes etc. paid on behalf of applicant(successful allotee), interest as provided in rule 15 of the Haryana Real Estate Regulatory Authority, Rules, 2017 on the amount due and payable to the Developer/LLP in terms of the Application/ Agreement.

14. COMMUNICATION AND CHANGE OF ADDRESS

- (a) The Applicant shall get his / her / their complete address registered with the Developer/LLP at the time of booking and it shall be his / her / their responsibility to inform the Developer/LLP in writing by registered AD letter for any change in their mailing or permanent address. If he fails to do so, all demand notices and letters posted at the first registered address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur therefrom.
- (b) The Applicant hereby undertakes to inform the Developer/LLP of any change in his address or any other particular/information as given above, in writing, failing which the particulars available in the Application shall be deemed to be correct and all the letters or any kind of communication sent at the recorded address by the Developer/LLP 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 borne all the cost and expenses.
- (c) In case of joint Applicant(s), the Developer/LLP shall send all letters/ notices and communications to the sole/first Applicant at his address given in the application form through registered/speed post or through courier. All such

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letters/notices and communications so sent 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. The Developer/LLP shall not be liable to send separate communication, letters and notices to the second Applicant(s) or to Applicant(s) other than the first Applicant(s).

15. DISPUTES & ARBITRATION

- (a) 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 and conditions thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion, failing which the same shall be settled in accordance with the provisions of Indian Arbitration & Reconcilation Act 1996 and any statutory modifications thereof through the sole arbitrator appointed by the Developer/LLP in its behalf. The venue of the arbitration shall be at Gurugram.
- (b) The aggrieved party may also approach the adjudicating officer appointed under the Real Estate Act.
- (c) The courts at Gurugram shall have exclusive jurisdiction to entertain the disputes between the parties hereto.

TENTATIVE SPECIFICATIONS

of Flats in Affordable Group Housing colony, proposed to be developed by Pyramid Home Developers LLP. at Sector - 59, Gurugram

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AFFIDAVIT BY IDENTIFIED BENEFICIARIES UNDER PMAY SCHEME -**TOWN CATEGORY, 1st PREFERENCE** (Rs. 10/- Duly Notarized on Stamp Paper)

I,		(Aadhar no)son/daughter/wife
of		aged about	years, Resident of
	bein	g the First Applicant	do here by solemnly affirm and state/declare as under: -
1	" MIDTOWN " proposed to be Ullawas ,Gurugram (Haryana)	developed by "Pyr under Government o	of residential flat in Affordable Group Housing Colony named a ramid Homes Developers LLP" at Sector-59, Village Behrampur & of Haryana Affordable Housing Policy, 2013 vide notification no.PF herein. I have read and duly understood the policy.
2			ment of flat in the aforesaid Colony.
3	-		dentified beneficiaries of said Town Category as identified unde
	PMAY Scheme vide Registrat	ion No	_Date
			DEPONENT
			Signature (Sole/First applicant
Verif	fication:		
	Signatures of Applicant		Signatures of Co-Applicant

Verified that the contents of my above affinothing material has been concealed there		rect to the best of my Knowledge, no part of it is wrong and
Verified aton this	day of	, 2020
		DEPONENT
		Signature (Sole/First applicant)
A DEVID A VIEW DV		NOVA DIEC VINDED DIVAY COVEME
	TOWN CATEGORY,	
(I	Rs. 10/- Duly Notariz	zed on Stamp Paper)
I,	(Aadhar no)son/daughter/wife
of	aged about	years, Resident of
being t	he First Applicant do h	nere by solemnly affirm and state/declare as under: -
MIDTOWN" proposed to be de Ullawas, Gurugram (Haryana) un 27/48921 dated 19th Aug 2013 a 2. That I have not made any other a	veloped by "Pyramid der Government of Ha and amendments there pplication for allotmen	· · · · · · · · · · · · · · · · · · ·
3. That I, my spouse and my depen PMAY Scheme vide Registration N		ntified beneficiaries of said Town Category as identified underDated
		DEPONENT
		Signature (Second/Co Applicant)
Verification:		
Verified that the contents of my above affi nothing material has been concealed there		rect to the best of my Knowledge, no part of it is wrong and
Signatures of Applicant		Signatures of Co-Applicant

			DEPONENT
			Signature (Second/Co Applicant)
			Signature (Second) Co Applicant)
-	IDENTIFIED BENEFICI - STATE CATEGORY, 2n Rs. 10/- Duly Notarized	d PREFERENCE	
I,	(Aadhar no)son	n/daughter/wife
of	aged aboutye	ears, Resident of	
being t	he First Applicant do here	by solemnly affirm	and state/declare as under: -
MIDTOWN" proposed to be de Ullawas, Gurugram (Haryana) un 27/48921 dated 19th Aug 2013 a 2. That I have not made any other a	veloped by "Pyramid Ho der Government of Harya and amendments therein. I pplication for allotment of adent children are identifi	me Developers LL na Affordable Hous have read and duly flat in the aforesaid ed beneficiaries of	d Colony. Said State Category as identified under
			DEPONENT
			Signature (Sole/First applicant)
Verification:			
Verified that the contents of my above affinothing material has been concealed then		to the best of my Ki	nowledge, no part of it is wrong and
Verified aton this	day of	, 2019	
Signatures of Applicant			Signatures of Co-Applicant

Verified at ______on this _____day of ______, 2020

Signature (Sole/First applicant)

AFFIDAVIT BY IDENTIFIED BENEFICIARIES UNDER PMAY SCHEME – STATE CATEGORY, 2nd PREFERENCE

(Rs. 10/- Duly Notarized on Stamp Paper)

I,		_ (Aadha	no)son/daughter/wife
of		_ aged abo	out	_years, Resident o	f
		_being the Secon	d/Co Applican	t do here by solem	inly affirm and state/declare as under: -
 2. 3. 	"MIDTOWN" proposed Ullawas ,Gurugram (Har 27/48921 dated 19th Au That I have not made any	to be developed yana) under Goveng 2013 and amen y other application of the chiral properties of	by "Pyramid ernment of Han dments therein n for allotment ldren are iden	Home Developer yana Affordable For I have read and of flat in the afore tified beneficiarie	s of said State Category as identified under
					DEPONENT
					Signature (Second/Co Applicant)
Verific	ration:				
	d that the contents of my a g material has been concea		true and corre	ect to the best of m	ny Knowledge, no part of it is wrong and
Verifie	d ato	n this	_day of	, 2020	
					DEPONENT
	Signatures of Applicant				Signatures of Co-Applicant

AFFIDAVIT FOR NOT OWNING ANY APARTMENT/PLOT- 3rd PREFERENCE

(Rs. 10/- Duly Notarized on Stamp Paper)

I,	(Aadhar no)son/daughter/wife
of	aged about	years, Resident of
	_being the First Applicant de	o here by solemnly affirm and state/declare as under: -

- 1. That I have made an application for allotment of residential flat in Affordable Group Housing Colony named as "MIDTOWN" proposed to be developed by "Pyramid Home Developers LLP" at Sector-59, Village Behrampur & Ullawas, Gurugram (Haryana) under Government of Haryana Affordable Housing Policy, 2013 vide notification no.PF-27/48921 dated 19th Aug 2013 and amendments therein. I have read and duly understood the policy.
- 2. That I have not made any other application for allotment of flat in the aforesaid Colony.
- 3. That I, my spouse and my dependent children are not the identified beneficiaries either under Town or under State Category under PMAY Scheme.
- 4. That I, my spouse and my dependent children have not been allotted any Flat under Haryana Affordable Housing Policy, 2013 and amendments therein.
- 5. That I, my spouse and my dependent children have not applied for allotment of any Flat under Haryana Affordable Housing Policy, 2013 and amendments therein.
- 6. That I, my spouse and my dependent children do not own any Apartment/Plot in any HUDA developed colony/sector or any licensed colony in any of the urban areas in Haryana, UT of Chandigarh and NCT Delhi.

DEPONENT

Signature (sole/first applicant)

Signatures of Applicant	Signatures of Co-Applicant

Verified at	on this	day of	, 2020	
				DEPONENT
			Signa	ture (sole/first applicant
Α		OWNING ANY APAR 10/- Duly Notarized	TMENT/PLOT- 3rd PREFE on Stamp Paper)	RENCE
	(16)	107 Buly Notarized	mounip ruper j	
	(A	adhar no)son/daughter/v	vife
of	age	ed aboutye	ars, Resident of	
	being the S	Second/Co Applicant do	here by solemnly affirm and s	tate/declare as under: -
1. That I have	made an application f	or allotment of reside	ntial flat in Affordable Group	Housing Colony named a
			Home Developers LLP" at	-
		_	na Affordable Housing Policy, 2 have read and duly understood	
•	Ü		lat in the aforesaid Colony.	tille policy.
	• •	nt children are not the	identified beneficiaries either	under Town or under Stat
0 ,	er PMAY Scheme. Jouse and my depende	ent children have not	een allotted any Flat under F	Iaryana Affordable Housin
	nd amendments therei		المارة	4 d II A CC d . l . l
	ouse and my depender y, 2013 and amendmer		oplied for allotment of any Fla	t under Haryana Affordabl
6. That I, my spo	ouse and my dependen	t children do not own	any Apartment/Plot in any HUI	
or any license	d colony in any of the u	irban areas in Haryana,	UT of Chandigarh and NCT Del	
				DEPONENT
			Signati	re (Second/Co applicant
erification:				

	nat the contents of naterial has been co	-		t to the best of my Know	vledge, no part of it is wrong and
Verified a	t	on this	day of	, 2020	
					DEPONENT
					Signature (Second/Co applicant)
					Signature (Second) to applicants
	AFFIDAVIT FO	OR APPLICAT	ION/ALLOTMENT U	NDER HARYANA AF	FORDABLE HOUSING
		, 2013 AND/O	R OWNING ANY APA	ARTMENT/PLOT- 4t	
		,	10/- Duly Notarized		
I,		(/	Aadhar no)son/da	ughter/wife
of		ag	ed abouty	ears, Resident of	
		being the	Second/Co Applicant	do here by solemnly af	firm and state/declare as under: -
			,		·
		• •			le Group Housing Colony named as at Sector-59, Behrampur & Ullawas,
	• •			•	licy, 2013 vide notification no.PF-
		_		I have read and duly ur	
				f flat in the aforesaid Co	-
	hat I, my spouse a ategory under PM		nt children are not the	e identified beneficiarie	es either under Town or under State
			ent children have not	been allotted any Flat	under Haryana Affordable Housing
P	olicy, 2013 and an	nendments there	in. If yes, provide detai	•	·
D	etails of allotmer				
			iousing		
	Signatures of Applica	ant			Signatures of Co-Applicant

	• Na	me and Addre	ess of Devel	oper/Agency:			
5.	That I, my	spouse and	my depend	ent children have	not been a	allotted any F	lat under Haryana Affordable Housing
	Policy, 201	3 and amendi	ments there	in. If yes, provide o	letails as re	quired below	
	• Pe	rson in whose	name Flat	Applied:			
	 Ap 	plicationNo.:_					
	 Ad 	dress:					
	• Na	me of Afforda	ıble Group H	Housing:			
	• Na	me and Addre	ess of Devel	oper/Agency:			
6.		_	-			ly one Flat a	llotted under Government of Haryana
	Affordable	Housing Polic	cy, 2013 and	l amendments the	ein.		
7.	or any lice details as a • Per • Ap	ensed colony required belongerson in whose artment/Plothdress.:	in any of tow: e name Apar	he urban areas i	n Haryana	, UT of Chan	
							Circustum (cala /first analisant)
							Signature (sole/first applicant)
Verific	ation:						
	1.1		1 CC: 1			1 . C IZ	
		ntents of my a s been concea			rrect to tne	best of my Kr	nowledge, no part of it is wrong and
nouning	g materiai na	s been concea	aied therein	•			
Verifie	d at	0	n this	day of		, 2020	
							DEPONENT
							Signature (sole/first applicant)
							signature (oute, mot apprount)
	Signatures	of Applicant					Signatures of Co-Applicant
	Signatures	of Applicant					Signatures of Co-Applicant

AFFIDAVIT FOR APPLICATION/ALLOTMENT UNDER HARYANA AFFORDABLE HOUSING POLICY, 2013 AND/OR OWNING ANY APARTMENT/PLOT- 4th PREFERENCE

(Rs. 10/- Duly Notarized on Stamp Paper)

(Aadhar no.______)son/daughter/wife

of	aged aboutyears, Resident of
	being the Second/Co Applicant do here by solemnly affirm and state/declare as under: -
1.	MIDTOWN" proposed to be developed by "Pyramid Home Developers LLP" at Sector-59, Village Behrampur &
	Ullawas, Gurugram (Haryana) under Government of Haryana Affordable Housing Policy, 2013 vide notification no.PF-27/48921 dated 19th Aug 2013 and amendments therein. I have read and duly understood the policy.
2.	That I have not made any other application for allotment of flat in the aforesaid Colony.
3.	That I, my spouse and my dependent children are not the identified beneficiaries either under Town or under State
	Category under PMAY Scheme.
4.	That I, my spouse and my dependent children have not been allotted any Flat under Haryana Affordable Housing
	Policy, 2013 and amendments therein. If yes, provide details as required below
	Details of allotment are as follows:-
	Person in whose name Flat Allotted:
	• Flat No.:
	• Address:
	Name of Affordable Group Housing:
	Signatures of Applicant Signatures of Co-Applicant

·			lls as required below:	
 Addres 	s:			
		up Housing: eveloper/Agency:		
Affordable Housin 7. That I, my spous	g Policy, 2013 and e and my depend colony in any of th	amendments therein. ent children own an	Apartment/Plot in	otted under Government of Haryana any HUDA developed colony/sector igarh and NCT Delhi. If yes, provide
• Person	in whose name F	Flat Allotted For:		
 Apartn 	nent Plot No.:			
• Addres	S:			
				DEDONENT
				DEPONENT
				DEPONENT Signature (Second/Co applicant)
rification:				
rified that the contents o	-		t to the best of my Kno	
rified that the contents of thing material has been	concealed therein.		·	Signature (Second/Co applicant)
rified that the contents o	concealed therein.		·	Signature (Second/Co applicant)
rified that the contents of thing material has been	concealed therein.		·	Signature (Second/Co applicant) owledge, no part of it is wrong and
rified that the contents of thing material has been	concealed therein.		·	Signature (Second/Co applicant) owledge, no part of it is wrong and DEPONENT
rified that the contents of thing material has been	concealed therein.		·	Signature (Second/Co applicant) owledge, no part of it is wrong and DEPONENT
rified that the contents of thing material has been	concealed therein.		·	Signature (Second/Co applicant) owledge, no part of it is wrong and DEPONENT
rified that the contents of thing material has been	concealed therein.		·	Signature (Second/Co applicant) owledge, no part of it is wrong and DEPONENT
rified that the contents of thing material has been	concealed therein.		·	Signature (Second/Co applicant) owledge, no part of it is wrong and DEPONENT
rified that the contents of thing material has been	concealed therein.		·	Signature (Second/Co applicant) owledge, no part of it is wrong and DEPONENT
rified that the contents of thing material has been	concealed therein.		·	Signature (Second/Co applicant) owledge, no part of it is wrong and DEPONENT