

HRERA REGISTRATION NO. -----

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

To,

Lion Infra Developers LLP

Plot No-10, 3rd Floor, Local Shopping Complex,
B1, Basant Kunj, New Delhi -110079

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 Plot/Commercial Space (hereinafter "Residential Plot/Commercial Space") in the Colony namely "**Green Valley, Sohna, Gurugram**" (hereinafter "Project") proposed to be developed by M/s. **Lion Infra Developers LLP Pvt. Ltd.**, New Delhi (hereinafter "The LLP Firm/Developer") under Deen Dayal Jan Awas Yojna-Affordable Plotted Housing Policy, 2016 of Government of Haryana notified by Government of Haryana vide Notification No. PF- 27/6521 dated 1st April, 2016 and any amendments thereto (hereinafter "Policy"). I/we understand that The LLP Firm/Developer has obtained License No. 23 of 2019 in the name of Vallabham Buildcon Private Ltd., Lion Infra Developers LLP and Vibhor Home Developers Pvt. Ltd. dated 20/02/2019 from the office of Director General, Town and Country Planning, Haryana (hereinafter "DGTCP") for developing the aforesaid Affordable Plotted Housing Colony on a Plot of land measuring 12.41875 acres in Sector 35 in Sohna, Gurugram (Haryana) as per tentative carpet area, super area, size and payment plan opted by me/us as per the details annexed along with this application. I/We understand that the Zoning plan of the same has been approved vide Memo No. **6965 dt. 16-05-2019**

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 Residential Plot /Commercial Space measuring Plot Area _____/Super Area ----- sq. ft. (Carpet area _____ sq. ft. The Applicant(s) hereby remit a sum of Rs. _____ (Rupees _____ only) through Cheque/Demand Draft/RTGS/NEFT/Online Transaction No _____ dated _____ drawn on _____ towards booking amount i.e. approx. 10% of the cost of the Residential Plot/Commercial Space ("Booking Amount") in favour of The LLP Firm/Developer as per details given below:

- 1.) ACCOUNT NAME : LION INFRA DEVELOPERS LLP PVT LTD
- 2.) BANK NAME : KOTAK MAHINDRA BANK
- 3.) A/C No. : 4413577210
- 4.) IFSC CODE : KKBK0004265
- 5.) BRANCH : UNIT NO G 01 SUN CITY BUSINESS TOWER;
SECTOR 54 GOLF COURSE ROAD GURGAON 122002

Signatures of Applicant		Signatures of Co-Applicant

(ii) It is hereby clarified that by virtue of this Application, The LLP Firm/Developer has not allotted, sold or otherwise transferred the Residential Plot/Commercial Space notwithstanding the fact that Company/Developer may have issued an acknowledgment in receipt of the application money tendered with this Application.

(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 LLP Firm/Developer. The applicant hereby 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 Residential Plot/Commercial Space with the complete knowledge of the laws, notifications, rules and regulations applicable to the Residential Plot/Commercial Space under the Policy and other applicable laws and has fully satisfied himself/ herself about the right and title of The LLP Firm/Developer in the Residential Plot/Commercial Space.

Signatures of Applicant		Signatures of Co-Applicant



Sole / First Applicant:

[illegible][illegible]

Residential Status: Resident/ Non Resident

Aadhar Card No									
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[illegible][illegible][illegible][illegible][illegible][illegible]

Signatures of Applicant		Signatures of Co-Applicant

Second Applicant (If any)

Second 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.:

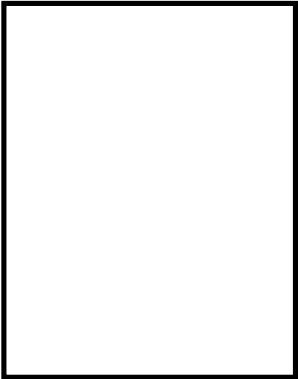
Applicant's Name (As in Bank Account):

Name of Applicant's Bank:

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 spouse or their dependent children own any Residential Plot/Flat in any HUDA developed colony/sector or any Licensed colony in any of the Urban areas in Haryana, UT of Chandigarh and NCT Delhi..

☐ Yes ☐ No

- 2. If answer to column No. 1 above is "Yes", please provide details sought in column Nos. 2(a) to 2(c), otherwise write 'N.A.'**

[illegible]

(b) Address of the property

[illegible]

(c) Name & Address of developer

[illegible]

3. Whether Applicant(s) or their spouse or their dependent children have made any application for allotment of Residential Flat/Plot or has been allotted a Residential Flat/Plot either under the Haryana Affordable Housing Policy, 2013/DDJAY,2016 of Government of Haryana. yes No.

4. If answer to column No. 3 above is "Yes", please provide details sought in column Nos. 4(a) to 4(c), otherwise write 'N.A.'

(a) Person in whose name

□ □

b) Name & Location of Affordable Housing Colony/Deen Dayal Jan Awas Yojna

[illegible]

Signatures of Applicant		Signatures of Co-Applicant

[illegible]

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 LLP Firm/Developer, no amendment in the Application shall be accepted.

- i. I/we have not made any other application for allotment of Residential Plot in the Project stated above.
- ii. I/we further declare that in case the cheque submitted along with this Application towards Booking Amount gets dishonored due to any reason whatsoever, my/our Application shall be treated as “not submitted” at all and I/we shall not be entitled for allotment of Residential Plot/Commercial Spaces.
- iii. I/we have read and understood the aforesaid Policy & RERA, which is available on the website of DGTCP and undertake to remain bound by the same.
- iv. Further, I/ We understand that the Applicant(s) Successful Allottee shall be required to make the payments in accordance with the Payment Plan (as defined hereunder).
- v. I/we further declare that The LLP Firm/Developer has answered all the queries raised by me/us. Hence, I/we are making this Application after being fully satisfied with the answer given by The LLP Firm/Developer.
- vi. The Applicant authorizes The LLP Firm/Developer to make refunds (if any) through cheque/demand draft issued in the name of first Applicant only. Refunds, made to first Applicant shall discharge The LLP Firm/Developer of its obligations towards second Applicant (if any), also.
- vii. 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.
- viii. That the Applicant has applied for booking of the Residential Plot/Commercial Space with the complete knowledge of the laws, notifications, rules and regulations applicable to the Residential Plot/Commercial Space and has fully satisfied himself/herself about the rights and title of The LLP Firm/Developer in the Project.
- ix. 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 Residential Plot/Commercial Space by the competent authorities.

Signatures of Applicant		Signatures of Co-Applicant

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).

TERMS AND CONDITIONS FOR BOOKING OF THE RESIDENTIAL PLOT/COMMERCIAL SPACE IN THE PLOTTED COLONY PROPOSED TO BE DEVELOPED BY THE LLP FIRM/DEVELOPER M/S LION INFRA DEVELOPERS LLP PVT. LTD. (DEVELOPER) AT SECTOR – 35, UNDER THE DEEN DAYAL JAN AWAS YOJNA – 2016 OF THE GOVERNMENT OF HARYANA BEARING NOTIFICATION NO. PF-27A/2700 dt. 08/02/2016

1. NATURE OF BOOKING

- a) This is an application for provisional booking for a Residential Plot/ Commercial Space in the Deen Dayal Jan Awas Yojna Colony namely **"Green Valley, Sohna, Gurugram"** proposed to be developed by M/s. **Lion Infra Developers LLP**.
- 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 LLP Firm/Developer 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 Residential Plot/Commercial Space with full knowledge and subject to all the laws/notifications(s) and rules applicable in general, which have been explained by The LLP Firm/Developer to the Applicant(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 LLP Firm/Developer in the said land owned by The LLP Firm/Developer- Lion Infra Developers LLP and the land under Collaboration vide collaboration agreement no. 4662 Dated : 04-12-2018 with Vibhor Home Developers Pvt. Ltd. and collaboration agreement no. 4729 Dated : 26-02-2018 with Vallabham Buildcon Pvt. Ltd. on which the Project/ the Residential Plot/Commercial Space 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 DGTC and/or by any other competent authorities in this regard to The LLP Firm/Developer.
- (a) The Applicant(s) has inspected the site where the Residential Plot/Commercial Space 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, warranties, statements or estimates of any nature whatsoever whether written or oral made by The LLP Firm/Developer and has taken his/her/their personal judgment prior to booking the Residential Plot/Commercial Space.

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3. APPLICABLE LAWS

- a) The Project “Green Valley, Sohna, Gurugram” is governed by **THE DEEN DAYAL JAN AWAS YOJNA – 2016 of THE GOVERNMENT OF HARYANA bearing Notification No. PF-27A/2700 dt. 08/02/2016** and subsequent amendments therein(Policy). All the terms and conditions of the Policy shall be applicable on the Residential Plot/Commercial Space 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 for allotment of Residential Plot/Commercial Spaces, however, First priority shall be given to the 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 and have not been allotted any flat in a Residential Colony being developed under Affordable Housing Policy, 2013 and amendments made therein. 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 Residential Plot under this Policy in any other colony. In case, he/she is successful in more than one colony, he/she will have a choice to retain only one Plot. All such Applicants shall submit an affidavit to this effect.
- c) The Developer shall comply Rule 24, 26, 27 and 28 of HDRU Rules, 1976 and Section 5 of Haryana Development and Regulation of Urban Areas Act, 1975.
- d) The Applicant(s) (Successful Allottee) shall have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State and shall be entitled to use common areas as permissible under the applicable law and right in the common areas as per provisions of HDRU Act, 1975(8 of 1975).

4. ALLOTMENT

- (a)** Only such applications shall be considered which are complete and fulfill the criteria laid down in the Policy. However, it is possible that some of the application forms have certain minor deficiencies viz., missing entry on the application form, 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 Allotment Letter/Builder Buyer Agreement shall be executed by The LLP Firm/Developer 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 plot/unit, plot/unit no. etc. and has been made aware of and accepts that the building plan, layout plan, Plot Area, Super Area & Carpet Area of Commercial Space, Specifications are tentative and that there may be variations, deletions, additions, alterations made by The LLP Firm/Developer as it may in its sole discretion deem fit and proper, or by or pursuant to requirements of

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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 laying out/construction of the Residential Plot/Commercial Space and the occupation certificate/ part occupation (as the case may be) is granted by the competent authority, The LLP Firm/Developer shall confirm the Layout/Plot Area/Super Area/Carpet Area of the Residential Plot/Commercial Space.. All such adjustments in the amounts payable or refundable as the case may be shall be made at the same rates as agreed herein.

6. CONSIDERATION, TAXES AND PAYMENT OF DUES

- (a) The Residential Plot/Commercial space is being offered at the rates given below:
- Residential : Rs.-----per sq. yd.
 - Commercial Space : Rs. -----per sq. ft. based on Super Area.
- (b) The external development charges(EDC), utility connection charges(UCC), electrification charges, sewerage treatment plant(STP), rain water harvesting (RWH), preferential location charges(PLC), Interest Free Maintenance Charges(IFMS) shall be payable extra as and when demanded by The LLP Firm/Developer and the Applicant(s) (Successfully Allottee) shall be further liable to pay any enhanced external development charges and/or any other statutory levies/taxes of any nature whatsoever including any fresh incidence of tax as may be levied by the Government of Haryana/competent authority, even if it is retrospective in effect as and when demanded by The LLP Firm/Developer on the actual area of the plot/floor/shop over and above all these expenses shall also be borne by the applicant(s).
- (c) All payments shall be made through DEMAND DRAFTS/CHEQUES/NEFT/RTGS ETC. in favour of “Lion Infra Developers LLP Pvt. Ltd. “ 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 LLP Firm/Developer and The LLP Firm/Developer shall be deemed to have accepted such cheque/demand draft subject to their realization.
- (d) All payments should be deposited only at the office of The LLP Firm/Developer. The LLP Firm/Developer shall not be responsible/accountable for any payment made to agent/broker/any third person. The Applicant(s) must insist for duly signed receipt from the authorized personnel of The LLP Firm/Developer.
- (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 Residential Plot/Commercial Space based on Plot Size/Super Area.
- i. The Total Price includes the Booking Amount paid by the Applicant (successful allottee) to The LLP Firm/Developer towards the aforesaid Residential Plot/Commercial Space.
 - ii. The Applicant has to deposit 10% of the Total Price along with the Application. The Applicant (successful allottee(s)) will be required to deposit the balance amount as per Payment Plan annexed as per Annexure-I). 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.
- (f) The LLP Firm/Developer 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 LLP Firm/Developer within the time and in the manner specified therein. In addition, The LLP Firm/Developer shall provide to the Applicant (successful allottee) the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with copy of any new amendment in the acts/rules/notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective. In case there is any change or modification in the rate of any applicable taxes/ fees/ charges/ levies etc., the subsequent amount payable by the Applicant (successful allottee) to The LLP Firm/Developer shall be increased or

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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 LLP Firm/Developer against these charges. Provided further that if there is any increase in the rate of taxes / fees/ charges/ levies etc. after the expiry of the scheduled date of completion of the Project as per registration with the competent authority, which shall include the extension of registration, if any, granted to the Project by the competent authority, as per the Real Estate Act, the same shall not be charged from the Applicant (successful allottee).

- (g) 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.
- (h) The Applicant (successful allottee) shall before taking possession of the Residential Plot/Commercial Space clear all the dues towards the Residential Plot/Commercial Space.

7. LOANS

- (a) The Applicant(s) shall have no objection in case The LLP Firm/Developer creates a charge on the Project land during the course of development of the Project for raising loan from any bank/financial institution. However, such charge, if created, shall be vacated before handing over possession of the Residential Plot/Commercial Space to the Applicant (successful allottee).
- (b) The Applicant (successful allottee) may avail loans from financial institutions to finance the Residential Plot/Commercial Space. 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 LLP Firm/Developer, the Applicant (successful allottee) agrees and accepts to make the payment of accrued interest to The LLP Firm/Developer, unconditionally.

8. CANCELLATION & RESTRICTION ON TRANSFER

- (a) If the Applicant (successful allottee) fails to make payments despite having been issued notice in that regards the allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules;
- (b) In case Applicant (successful allottee) defaults to pay for two consecutive demands made by the Developer as per the Payment Plan annexed hereto and the above listed default continues for a period beyond ninety days. The Developer has a right to send a reminder/notice to the Applicant(Successful Allottee) 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, Booking amount shall be forfeited and deducted by The LLP Firm/Developer. In case of cancellation of 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.
- (c) Once the Residential Plot/Commercial Space is allotted in favour of Applicant (successful allottee), the same cannot be transferred by The LLP Firm/Developer at Applicant(s)' request to any other person by documentation in its records.
- (d) The transfer of the Residential Plot/Commercial Space 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

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property and same **will** be counted as breach of the Policy. Penal proceedings as per the Applicable Laws shall be initiated against the Applicant (successful allottee).

9. REGISTRATION & OTHER CHARGES

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

10. POSSESSION

- (a) Possession of Residential Plot/Commercial Space shall be offered by The LLP Firm/Developer within a period of Five years from the date of approval of layout plans/building plans/ demarcation/ zoning plan (whichever is applicable) or grant of environmental clearance, whichever is later and within such extended time (if any) as may be allowed by competent authorities.
- (b) Upon receipt of the occupation certificate or part thereof in respect of the Project, The LLP Firm/Developer shall issue a written notice offering the possession of the Residential Plot/Commercial Space ("Possession Notice") to the Applicant (successful allottee) offering the possession of the Residential Plot/Commercial Space to be taken within three months from the date of above approval in terms of the Agreement. Upon receiving the Possession Notice from The LLP Firm/Developer, the Applicant (successful allottee) shall take possession of the Residential Plot/Commercial Space from The LLP Firm/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement and The LLP Firm/Developer shall give possession of the Residential Plot/Commercial Space 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 Residential Plot/Commercial Space shall be used only for the purposes for which it has been offered to the Applicant (successful allottee). After handing over of the possession of the Residential Plot/Commercial Space by The LLP Firm/Developer, the Applicant (successful allottee) shall himself be responsible for repairs and maintenance thereof. Applicant (successful allottee) shall never make any structural changes in the said Commercial Space. Applicant (successful allottee) shall not add or remove (either in part or whole) any wall or pillar or RCC slabs..
- (d) The Applicant (successful allottee) shall be entitled only to the area enclosed within the peripheral Area/Walls of the Residential Plot/Commercial Space. 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.

11. MAINTENANCE

- (a) The LLP Firm/Developer 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 Residential Plot/Commercial Space owners" constituted under the Haryana Residential Plot/Commercial Space Ownership Act 1983, for maintenance. The LLP Firm/Developer 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 Residential Plot/Commercial Space Owners" constituted under the Residential Plot/Commercial Space Ownership Act 1983.

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- (b) The Applicant (successful allottee) shall bear costs of consumption of electricity and water for his Residential Plot/Commercial Space 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 Residential Plot/Commercial Space by The LLP Firm/Developer.

12. FORCE MAJEURE

- (a) The construction/development of the Project/ Residential Plot/Commercial Space is subject to any event or combination of events or circumstances beyond the reasonable control of The LLP Firm/Developer which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects The LLP Firm/Developer's ability to perform including but not limited to the following:
- I. Act of god i.e. Fire, 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
 - 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
 - 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/Residential Plot/Commercial Space/ 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 LLP Firm/Developer to implement the Project due to Force Majeure Events and above mentioned conditions, then this allotment shall stand terminated and The LLP Firm/Developer shall refund to the Applicant (successful allottee), the entire amount received by The LLP Firm/Developer from the Applicant (successful allottee) within ninety days. The LLP Firm/Developer 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 LLP Firm/Developer and that The LLP Firm/Developer shall be released and discharged from all its obligations and liabilities.

13. EVENTS OF DEFAULT

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

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- (a) The LLP Firm/Developer fails to provide fully developed/ready to move in possession of the Residential Plot/Commercial Space 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, 'fully developed/ready to move in possession' shall mean that the Residential Plot/Commercial Space 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 Firm/Developer'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 Company/Developer under the conditions listed above, Applicant(s) (successful allottee) is entitled to the following:**
- I. Stop making further payments to Company/Developer as demanded by The LLP Firm/Developer. If the Applicant(s) (successful allottee) stops making payments, The LLP Firm/Developer 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 Residential Plot/Commercial Space/Agreement in such case The LLP Firm/Developer shall be liable to refund the entire money paid by the Applicant(s) (successful allottee) whatsoever towards the purchase of the Residential Plot/Commercial Space, 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 Residential Plot/Commercial Space/Agreement, he shall be paid interest as provided in rule 15 of the Haryana Real Estate Regulatory Authority, Rules,2017 by The LLP Firm/Developer for every month of delay till the handing over of the possession of the Residential Plot/Commercial Space, 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 LLP Firm/Developer for any reason whatsoever;
- b) Failure to execute the agreement, conveyance deed, maintenance agreement and/or any other document required to be executed with The LLP Firm/Developer within such timelines as stipulated by The LLP Firm/Developer in terms of the Agreement/Application;
- c) Applicant(s) (successful allottee) fails to take possession of the Residential Plot/Commercial Space 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) in terms of sub clause (i) above, The LLP Firm/Developer will have the following options (exercisable individually or jointly at the sole discretion of The LLP Firm/Developer):

- a) The Applicant(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.

Signatures of Applicant		Signatures of Co-Applicant

- b) In case of payment of delayed installment as per the Payment Plan, the payment so made by the Applicant (successful allottee) 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) Subject to the provision for payment of interest, in the event the Applicant (successful allottee) fails to make the payment of two consecutive and such default continues beyond 90 days from the date it becomes due, The LLP Firm/Developer 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 LLP Firm/Developer may publish the name of the Applicant (successful allottee) in a regional Hindi newspaper in Haryana having a circulation of more 10000 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 allottee) to clear the entire due amount within this additional period of 15 (fifteen) days, the allotment of the Residential Plot/Commercial Space shall stand cancelled without the need for The LLP Firm/Developer to do or undertake any more steps. In case of such cancellation, the Allottee(s) shall have no lien or claim on the Residential Plot/Commercial Space and The LLP Firm/Developer will be entitled to sell, convey or transfer the Residential Plot/Commercial Space to any party at its sole discretion. In such an event, the amount received from the Applicant (successful allottee) till the date of cancellation of the allotment of the Residential Plot/Commercial Space by The LLP Firm/Developer, shall be refunded to the Applicant (successful allottee) after deducting the booking amount, GST & other taxes etc. paid on behalf of applicant(successful allottee) and interest as provided in rule 15 of the Haryana Real Estate Regulatory Authority, Rules,2017 on the amount due and payable to The LLP Firm/Developer 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 LLP Firm/Developer at the time of booking and it shall be his / her / their responsibility to inform The LLP Firm/Developer in writing by registered AD letter for any change in their mailing or permanent address. If he fails to do so, all demand notices and letters posted at the first registered address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur therefrom.
- (b) The Applicant hereby undertakes to inform The LLP Firm/Developer 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 LLP Firm/Developer 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 LLP Firm/Developer shall send all letters/ notices and communications to the sole/first Applicant at his address given in the application form through registered/speed post or through courier. All such letters/notices and communications so sent to the sole/first Applicant shall be deemed to have been duly received by all Applicant(s) within 5 days from the date of dispatch. The LLP Firm/Developer shall not be liable to send separate communication, letters and notices to the second Applicant(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 & Reconciliation Act 1996 and any statutory

Signatures of Applicant		Signatures of Co-Applicant

modifications thereof through the sole arbitrator appointed by The LLP Firm/Developer 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 Deen Dayal Jan Awas Yojna colony, proposed to be developed
by Pyramid Infratech Pvt. Ltd. at Sector - 85, Gurugram

Signatures of Applicant		Signatures of Co-Applicant

AFFIDAVIT FOR NOT OWNING ANY RESIDENTIAL PLOT/FLAT

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

I, _____ (Aadhar no. _____)son/daughter/wife
of _____ aged about _____ years, Resident of _____

_____ being the First Applicant do here by solemnly affirm and state/declare as under: -

1. That I have made an application for allotment of residential plot in Deen Dayal Jan Awas Yojna Colony named as **“Green Valley, Sohna, Gurugram”** proposed to be developed by M/s. **“Lion Infra Developers LLP Pvt. Ltd.** at Sector-35, Sohna, Gurugram (Haryana) under Deen Dayal Jan Awas Yojna-Affordable Plotted Housing Policy, 2016 of Government of Haryana notified by Government of Haryana vide Notification No. PF- 27/6521 dated 1st April, 2016 and any amendments thereto. I have read and duly understood the policy.
2. That I have not made any other application for allotment of Plot in the aforesaid Colony.
3. That I, my spouse and my dependent children have not been allotted any Flat under Haryana Affordable Housing Policy, 2013 and amendments therein/ Deen Dayal Jan Awas Yojna-Affordable Plotted Housing Policy, 2016.
4. 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/Deen Dayal Jan Awas Yojna-Affordable Plotted Housing Policy, 2016..
5. **That I, my spouse and my dependent children do not own any Residential Plot/Commercial Space/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)

Verification:

Verified that the contents of my above affidavit are true and correct to the best of my Knowledge, no part of it is wrong and nothing material has been concealed therein.

Verified at _____ on this _____ day of _____, 2019

Signatures of Applicant		Signatures of Co-Applicant

DEPONENT

Signature (sole/first applicant)

AFFIDAVIT FOR NOT OWNING ANY RESIDENTIAL PLOT/FLAT

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

I, _____ (Aadhar no. _____)son/daughter/wife
of _____ aged about _____ years, Resident of _____

_____ being the Second Applicant do here by solemnly affirm and state/declare as under: -

1. That I have made an application for allotment of residential plot in Deen Dayal Jan Awas Yojna Colony named as **“Green Valley, Sohna, Gurugram”** proposed to be developed by M/s. **“Lion Infra Developers LLP Pvt. Ltd.** at Sector-35, Sohna, Gurugram (Haryana) under Deen Dayal Jan Awas Yojna-Affordable Plotted Housing Policy, 2016 of Government of Haryana notified by Government of Haryana vide Notification No. PF- 27/6521 dated 1st April, 2016 and any amendments thereto. I have read and duly understood the policy.
2. That I have not made any other application for allotment of Plot in the aforesaid Colony.
3. That I, my spouse and my dependent children have not been allotted any Flat under Haryana Affordable Housing Policy, 2013 and amendments therein/ Deen Dayal Jan Awas Yojna-Affordable Plotted Housing Policy, 2016.
4. 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/Deen Dayal Jan Awas Yojna-Affordable Plotted Housing Policy, 2016..
5. **That I, my spouse and my dependent children do not own any Residential Plot/Commercial Space/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 (Second/Co applicant)

Verification:

Signatures of Applicant		Signatures of Co-Applicant

Verified that the contents of my above affidavit are true and correct to the best of my Knowledge, no part of it is wrong and nothing material has been concealed therein.

Verified at _____ on this _____ day of _____, 2019

DEPONENT

Signature (Second/Co applicant)

**AFFIDAVIT FOR APPLICATION/ALLOTMENT UNDER HARYANA AFFORDABLE HOUSING
POLICY, 2013/ DEEN DAYAL JAN AWAS YOJNA-AFFORDABLE PLOTTED HOUSING POLICY,2016**
(Rs. 10/- Duly Notarized on Stamp Paper)

I, _____ (Aadhar no. _____)son/daughter/wife
of _____ aged about _____ years, Resident of _____

_____ being the First/Sole Applicant do here by solemnly affirm and state/declare as under: -

1. That I have made an application for allotment of residential plot in Deen Dayal Jan Awas Yojna Colony named as **“Green Valley, Sohna, Gurugram”** proposed to be developed by M/s. **“Lion Infra Developers LLP Pvt. Ltd.** at Sector-35, Sohna, Gurugram (Haryana) under Deen Dayal Jan Awas Yojna-Affordable Plotted Housing Policy,2016 of Government of Haryana notified by Government of Haryana vide Notification No. PF- 27/6521 dated 1st April, 2016 and any amendments thereto. I have read and duly understood the policy.
2. That I have not made any other application for allotment of Plot in the aforesaid Colony.
3. That I, my spouse and my dependent children have not been allotted any Flat/Plot under Haryana Affordable Housing Policy, 2013 and amendments therein/ Deen Dayal Jan Awas Yojna-Affordable Plotted Housing Policy,2016.

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 Housing/Deen Dayal Jan Awas Yojna: _____
- Name and Address of Developer/Agency: _____

4. That I, my spouse and my dependent children have not applied any Flat/Plot under Haryana Affordable Housing Policy, 2013 and amendments therein/Deen Dayal Jan Awas Yojna-Affordable Plotted Housing Policy,2016.

If yes, provide details as required below.

- Person in whose name Flat Applied:For _____
- ApplicationNo.: _____
- Address: _____
- Name of Affordable Housing/Deen Dayal Jan Awas Yojna: _____

Signatures of Applicant		Signatures of Co-Applicant

- Name and Address of Developer/Agency:_____

5. That I, my spouse and my dependent children will retain only one Flat/Plot allotted under Government of Haryana Affordable Housing Policy, 2013 and amendments therein/ Deen Dayal Jan Awas Yojna-Affordable Plotted Housing Policy,2016.

6. That I, my spouse and my dependent children do not own an Residential Flat/Plot/Commercial Space/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.

If yes, provide details as required below:

- Person in whose name Residential Flat/Plot/Commercial Space Owned:

- Residential Flat/Plot/Commercial Space:

- Address.:_____

DEPONENT

Signature (sole/first applicant)

Verification:

Verified that the contents of my above affidavit are true and correct to the best of my Knowledge, no part of it is wrong and nothing material has been concealed therein.

Verified at _____ on this _____ day of _____, 2019

DEPONENT

Signature (sole/first applicant)

Signatures of Applicant		Signatures of Co-Applicant

**AFFIDAVIT FOR APPLICATION/ALLOTMENT UNDER HARYANA AFFORDABLE HOUSING
POLICY, 2013/ DEEN DAYAL JAN AWAS YOJNA-AFFORDABLE PLOTTED HOUSING POLICY, 2016**

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

I, _____ (Aadhar no. _____)son/daughter/wife
of _____ aged about _____ years, Resident of _____

_____ being the Second Applicant do here by solemnly affirm and state/declare as
under: -

1. That I have made an application for allotment of residential plot in Deen Dayal Jan Awasi Yojna Colony named as **“Green Valley, Sohna, Gurugram”** proposed to be developed by M/s. **“Lion Infra Developers LLP Pvt. Ltd.”** at Sector-35, Sohna, Gurugram (Haryana) under Deen Dayal Jan Awasi Yojna-Affordable Plotted Housing Policy, 2016 of Government of Haryana notified by Government of Haryana vide Notification No. PF- 27/6521 dated 1st April, 2016 and any amendments thereto. I have read and duly understood the policy.
2. That I have not made any other application for allotment of Plot in the aforesaid Colony.
3. That I, my spouse and my dependent children have not been allotted any Flat/Plot under Haryana Affordable Housing Policy, 2013 and amendments therein/ Deen Dayal Jan Awasi Yojna-Affordable Plotted Housing Policy, 2016.

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 Housing/Deen Dayal Jan Awasi Yojna: _____
- Name and Address of Developer/Agency: _____

4. That I, my spouse and my dependent children have not applied any Flat/Plot under Haryana Affordable Housing Policy, 2013 and amendments therein/Deen Dayal Jan Awasi Yojna-Affordable Plotted Housing Policy, 2016.

If yes, provide details as required below.

Signatures of Applicant		Signatures of Co-Applicant

- Person in whose name Flat Applied:For _____
- ApplicationNo.:_____
- Address:_____
- Name of Affordable Housing/Deen Dayal Jan Awas Yojna: _____
- Name and Address of Developer/Agency:_____

5. That I, my spouse and my dependent children will retain only one Flat/Plot allotted under Government of Haryana Affordable Housing Policy, 2013 and amendments therein/ Deen Dayal Jan Awas Yojna-Affordable Plotted Housing Policy,2016.

6. That I, my spouse and my dependent children do not own an Residential Flat/Plot/Commercial Space/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.

If yes, provide details as required below:

- Person in whose name Residential Flat/Plot/Commercial Space Owned: _____
- Residential Flat/Plot/Commercial Space: _____
- Address.:_____
- _____

DEPONENT

Signature (Second/Joint applicant)

Verification:

Verified that the contents of my above affidavit are true and correct to the best of my Knowledge, no part of it is wrong and nothing material has been concealed therein.

Verified at _____ on this _____ day of _____, 2019

DEPONENT

Signature (Second/Joint applicant)

Signatures of Applicant		Signatures of Co-Applicant

Signatures of Applicant		Signatures of Co-Applicant

Payment Plan

Period	Event	% of Sale Price
Jul-Sep, 2019	On Booking	10%
Oct-Dec, 2019	On Allotment	40%
Apr-Jun, 2020	Ist Installment	12.50%
Oct-Dec, 2020	IIInd Installment	12.50%
Apr-Jun, 2021	IIIrd Installment	12.50%
Oct-Dec, 2021	IVth Installment	7.50%
Apr-Jun, 2023	On Possession	5.00%

Signatures of Applicant		Signatures of Co-Applicant

Signatures of Applicant		Signatures of Co-Applicant