

HARERA No. of 2025

APPLICATION FORM

ELAIRA RESIDENCES, PHASE-2 & 2A

Application Form for Allotment of Residential Apartment in
'Elaira Residences, Phase-2, a Residential Group Housing Project situated at Sector 80, Gurugram,
Haryana

Date:

Conscient Infrastructure Private Limited
K-1, Green Park Main
New Delhi-1 10016

Dear Sir/ Madam,

This application ("**Application**") is being made by me / us ("**Applicant**") for the allotment of a residential apartment in the Residential Group Housing Project by the name of 'Elaira Residences' comprising of multi-storied residential buildings and other amenities, common area, facilities, services etc. ("**Complex**") being developed by Conscient Infrastructure Private Limited ("**Promoter**") on the Promoter's land admeasuring approximately 5.56 acres (22501 sq. mtrs.) situated at Village Naurangpur, Sector-80, Gurugram, Haryana ("**Total Land or Licensed Area**").

I/We understand that the development of the Complex on the Total Land is taking place in a phased manner, comprising of 3(three) phases, i.e. Phase 1, Phase 2 & Phase 2A of the Complex. The Promoter has earmarked an area admeasuring 0.04872 acres (1972 sq. mts.) forming part of the Total Land ("**Phase-2 Land**") to be developed as Phase-2 of the Complex consists of 2 (Two) multi storied tower(s)/building(s)/tower namely 'C' & 'D' along with the Common Areas and Facilities of the Complex ("**Phase 2**" or "**Project**") which is the subject matter of the Application and an area admeasuring 0.2 acres (810 sq. mts), to be developed as a Nursery School, being Phase 2A of the Complex ("**Nursery School**"). It is further clarified that Nursery School/ Phase 2A of the Complex shall, at no times, form part of the common areas and/ or facilities of the Complex and/ or any phase therein, and nothing contained in this Application shall be construed to give and/ or transfer any rights, title, entitlement, interest, etc. in/ of the Nursery School to the Allottee and/ or any other allottees of the Complex. It is further agreed and understood by me that the allottees of both the phases of the Complex, i.e. Phase 1 and Phase 2 of the Complex, shall have the right of use the Common Areas and Facilities of the Complex.

I/We understand that the present Application is confined and limited to in its scope, only to seeking provisional allotment of residential apartment in the Phase 2 of the Complex along with right to use allocated car parking space(s) being developed on the Phase-2 Land and the Common Areas and Facilities available to the residents of the Complex , as shall be detailed in the Agreement for Sale. I/We are well aware of the layout of Phase 1, Phase 2 and Phase-2A of the Complex and have no objection with the same.

The Phase 2 and Phase-2A of the Complex has been registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**Act**") and the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana ("**Rules**"). The HARERA Authority, Gurugram has duly issued the certificate of registration no. [●] of 2025 dated [●], 2025 for the Project ("**HARERA Certificate**").

The Applicant understands that the development of the Complex on the Total Land is taking place in a phased manner, i.e. comprising of the development of Phase 1, 2 of the Complex, as a result of which, the timing of the construction/handing over of the Common Areas and Facilities of the Complex may differ from the handing over of a particular tower/portion falling in the respective Phase of the Complex.

The Applicant wishes to apply for the allotment of a residential apartment ("**Apartment**") in Phase 2 of the Complex being developed on the Phase-2 Land, the description and specifications whereof are mentioned in **Schedule I & Schedule II** hereinafter.

The Applicant has sought detailed information from the Promoter, which has been duly provided and has carried out full due diligence in relation to all aspects of Phase 2 of the Complex and the Phase-2 Land, including without limitation, the rights, title, interest, obligations and limitations thereunder and the various sanctions (including but not limited to the Building Plans for the Complex sanctioned on 17th January, 2025/ revised building plans sanctioned on 29th October 2025/ approvals / permissions / documents including registration under the provisions of the Act and the Rules as may be applicable to the Apartment/towers/building/ Phase 2 of the Complex /Complex as on date. It is only after a careful consideration of Phase 2/ Complex related title and other documents, drawings, approvals, facts, terms and conditions, that the Applicant is signing and submitting this Application and paying the application money payable thereof, being fully conscious of the Applicant's liabilities and obligations. The Applicant has also fully satisfied himself regarding the right, title and interest of the Promoter in Phase 2/ the Complex as well as the Apartment (as detailed and defined in the Application hereinafter), for which provisional allotment is being sought by way of this Application, including but not limited to the tentative size, location and measurement of the Apartment and / or compliance with such sanctions / approvals / permissions and has / have fully satisfied and understood all limitations and obligations in respect thereof.

The Applicant understands that this Application is an expression of interest from the Applicant to purchase the Apartment and neither constitutes any binding contract or agreement to sell in the Applicant's favour nor would the receipt of the amounts from the Applicant amount to any acceptance of the Application and allotment of the Apartment in the Applicant's favour. The Applicant agrees that in the event, the Promoter does not accept the Application for any reason whatsoever, the Applicant shall not raise any objection and/or grievance against the Promoter and the Applicant shall have no claim, right, interest, charge or lien on the Apartment applied and the Application Amount paid by the Applicant herein shall be refundable to the Applicant without any interest thereon.

In the event the Promoter accepts the Application to allot the Apartment, the Applicant agrees to pay the Total Price of the Apartment as provided in **Schedule I** along with all applicable charges and taxes in the manner and as per the payment schedule annexed as **Schedule III ("Payment Schedule")** to be further detailed out in the Agreement for Sale prepared in accordance with the Act and the Rules ("**Agreement for Sale**").

If this Application is accepted by the Promoter, the Applicant will be sent a written intimation ("**Allotment Letter**") by the Promoter within 30 (Thirty) days from the date of submission of this Application, complete in all respects. However, the allotment of the Apartment in the Applicant's favour shall at all times be provisional and will remain so, until the signing and registration of the Agreement for Sale in the Applicant's favour. The Applicant confirms that he has seen and gone through the format of the Agreement for Sale.

If the Applicant decides to cancel / withdraw from the Project after issuance of the Allotment Letter by the Promoter but prior to the execution and registration of the Agreement for Sale, the Promoter would be entitled to forfeit the Earnest Money i.e. Application Amount and any other amount paid till such date (which is upto 10% of the Total Price of the Apartment) and interest component on delayed payment, and balance amount (if any) out of money paid by the Applicant shall be returned by the Promoter to the Applicant within 90 (ninety) days of such cancellation, subject to completion of all formalities by the Applicant, as required by the Promoter. If the Applicant is in breach of any terms of this Application and/or the Allotment letter, the Promoter shall have the right to cancel the provisional allotment made in favour of the Applicant and forfeit the Earnest Money and interest component on delayed payment and balance amount (if any) out of money paid by the Applicant shall be returned by the Promoter to the Applicant within 90 (ninety) days of such cancellation, subject to completion of all formalities by the Applicant, as required by the Promoter.

Once the Agreement for Sale is executed by the Applicant, it is understood and agreed by the Applicant that the Applicant shall be bound and governed by the Agreement for Sale. In case of cancellation of

the allotment of the Apartment by the Promoter due to default by the Applicant of terms of the Agreement for Sale or withdrawal from the Project and/or cancellation of the Apartment and/or surrender of the allotment by the Applicant, the same shall entitle the Promoter to deduct the Booking Amount (which is 10% of the Total Price of the Apartment) and interest component on delayed payment in terms of the Agreement for Sale.

In cases where the Applicant has opted for availing booking through a Real Estate Agent/Channel Partner/Broker, the Applicant agrees and consents that the Promoter shall be entitled to deduct such brokerage paid on behalf of the Applicant in case of cancellation of the allotment by the Promoter due to default by the Applicant or withdrawal by the Applicant from the Project or cancellation of the Apartment by the Applicant.

The Applicant agrees to sign and execute, as and when desired by the Promoter, the Agreement for Sale, the Maintenance Agreement, the Club Agreement, the Conveyance Deed and/or any other papers/documents in the standard format as provided by the Promoter and also agrees to abide by the terms and conditions as laid down therein. The Applicant agrees to get the Agreement for Sale and the Conveyance Deed registered with the concerned office at his/her/their/its own cost & expenses.

If the Applicant is a resident outside India, the Applicant shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA), 1999, and rules / guidelines made / issued thereunder and all other applicable laws including those relating to remittance of payments, acquisition / sale / transfer of immoveable properties in India.

The Applicant declares and confirms that the particulars furnished by the Applicant in **Schedule IV** herewith are true and correct and nothing has been concealed there from or misleading in any manner.

The Applicant has annexed all documents (listed in **Schedule V**) required to be submitted along with this Application. The Applicant understands and acknowledges that applications which are incomplete or deficient in any respect and / or not include relevant documentary evidence, are liable to be rejected by the Promoter.

The Applicant confirms that the Applicant shall comply with all legal requirements for the purchase of Apartment/ immovable property, whenever applicable, before or after execution of the Agreement for Sale and sign all applications and forms for the said purpose.

The Applicant hereby encloses a Cheque/ Demand Draft No. _____ dated _____ drawn on Bank, branch for an amount of Rs. _____ ("**Application Amount**").

The Applicant, confirms that if the cheque submitted by the Applicant along with this Application is dishonoured, then the Application shall be deemed to be automatically cancelled / rejected, without requirement of any intimation or notice to the Applicant. The Applicant further confirms that in such an event, the allotment, if any, made by the Promoter, will also be deemed to be automatically cancelled. The Applicant is aware that the Promoter is not and will not be under any obligation to inform the Applicant about the dishonour of the cheque or cancellation of the Application.

Yours faithfully,

[Name & Signature]
Applicant(s)

Note(s): The Applicant shall sign all the pages of this Application in token of his / her / its acceptance of the same. The Applicant is aware that signing and submission of the present application and/or provisional allotment of an Apartment in his/her/their/its favour shall not be tantamount to a binding allotment upon the Promoter till such time the Agreement for Sale is signed and registered by the Applicant and received by the Promoter.

For additional co-applicant(s) - separate sheets should be used. In case of joint Applicant(s), all correspondence / communication shall be sent to the First Applicant, whose name appears first and at the address given by him for correspondence, which shall for the purposes be considered as served on all the Applicants and no separate communication shall be necessary & be made to the other named Applicant(s).

The Applicant(s) shall inform the Promoter in writing of any change in any personal particulars of the Applicant(s) and/or any change in the mailing / correspondence address mentioned herein, failing which all demands, notices etc. by the Promoter shall be mailed to the address given in this Application and shall be deemed to have been received by the Applicant(s).

In case of any conflict between the terms of the present Application and the Agreement for Sale, including any annexures, schedules, etc. hereto, the terms of the Agreement for Sale shall always override the present Application.

In case there is any change in information provided, the Applicant(s) must immediately notify the Promoter.

SCHEDULE I

DESCRIPTION & PRICE OF THE APARTMENT

A. DESCRIPTION OF THE APARTMENT APPLIED FOR:

Apartment No. Apartment Type.....
Carpet Area (sq. ft.)/ sq. mtr. Balcony Area (sq. ft.)/ sq. mtr.
Number of covered car parking(s)

“**Carpet Area**” shall have the same meaning as ascribed to it under the Real Estate (Regulation and Development) Act, 2016; as amended from time to time.

B. PRICE OF THE APARTMENT:

S. No.	Components	Amount (In Rs.)
1.	Price* of the Apartment	
2.	Preferential Location Charges (if applicable)	
3.	GST applicable as on date	
	Total Price of the Apartment	

*Price includes Basic Price, Right-to-use of Car Parking Space(s), One-time charges for Club Membership.

1. It is hereby acknowledged that subject to the acceptance of the Application of the Applicant by the Promoter and signing of the Agreement for Sale, the Applicant will be entitled to the right to use (.....) reserved car parking space without payment of any additional consideration to the Promoter. Any request for usage of additional car parking space(s) shall be subject to availability and shall be on chargeable basis.
2. The Applicant acknowledges that in addition to the payment of the Total Price, he/she shall also be liable to pay any other taxes, cess, duties, deposits etc as may be detailed in the Agreement for Sale and/or Maintenance Agreement and/or Club Agreement.
3. GST/ Taxes, etc. at applicable rate will be payable along with each instalment. In case there is any revision of any applicable taxes, cess, duties, etc. and/or introduction of any new taxes, cess, duties, etc. which is applicable upon the Apartment and/or towards its construction, etc. shall be payable by the Applicant solely.
4. Booking Amount is 10% of the Total Price of the Apartment as provided hereinabove.
5. Cheque(s) / Pay Order / Demand Draft(s) should be made in favour of “CIPL Elaira Ph-2 Resi. Master Col Esc A/c”.
6. The above mentioned price supersedes all / any other communication / understanding, by the Promoter with reference to the above mentioned Apartment.
7. Non-Payment / Delay in payment of any installment as mentioned above shall attract cancellation of the booking of the Apartment as provisionally allotted and forfeiture of money as per agreed terms and conditions, at the sole discretion of the Promoter. The Promoter may, however, be entitled to condone such delay by imposing penal interest plus applicable GST in accordance with applicable law.

C. PAYMENT PLAN OPTED FOR.....

Mode of Booking	Channel Partner Name, HARERA Agent Regn no., Address & Stamp	Relationship Manager
Direct ()		
Real Estate Agent/Channel Partner ()		

* 10.76 Square Feet = 1 Square Meter. | * 1 Foot = 0.3048 Meter

**SCHEDULE II
SPECIFICATIONS OF THE APARTMENT**

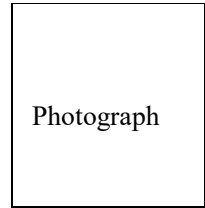
**SCHEDULE III
PAYMENT SCHEDULE**

SCHEDULE IV

PERSONAL DETAILS FORM

Sole/First Applicant:.....

Son/Daughter/Wife of:



Permanent Address:

Mailing Address:

Telephone:
Mobile.....

Email 1: Email 2:

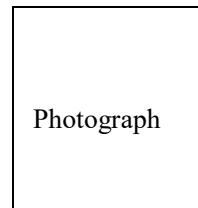
Profession : Service Business Any Other

Residential Status : ResidentNRIPIOOCI Nationality

PAN No.: Aadhar No: Date of Birth:

Second Applicant:.....

Son/Daughter/Wife of:



Permanent Address:

Mailing Address:

Telephone:
Mobile.....

Email 1: Email 2:
.....

Profession : Service Business Any Other

Residential Status : ResidentNRIPIOOCI Nationality

PAN No.: Aadhar No.:Date of Birth:

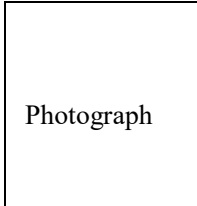
Third Applicant:

Son/Daughter/Wife
.....

of:

Permanent
.....

Address:



Mailing
.....

Address:

Telephone:
Mobile.....

Email 1: Email 2:
.....

Profession : Service Business Any Other

Residential Status : ResidentNRIPIOOCI Nationality

PAN No.: Aadhar No.:Date of Birth:

SCHEDULE V

LIST OF DOCUMENTS TO BE FURNISHED BY THE APPLICANT(S)

INDIVIDUAL (RESIDENT OF INDIA):

- 2 Passport size photographs of each Applicant.
- Self attested copy of PAN Card of each Applicant.
- Self attested copy of Permanent Address Proof of each Applicant.
- Self attested copy of Aadhaar Card of each Applicant.

PARTNERSHIP FIRM:

- 2 Passport size photographs of each Partner.
- Notarized copy of Partnership Deed.
- Self attested copy of PAN Card of Firm.
- Self attested copy of PAN Card of Authorised Person.
- Self attested copy of Permanent Address Proof of Firm.
- List of Partners.
- In case only one of the partners has signed the documents, Authorisation letter for purchase of the Apartments signed by all Partners.

PRIVATE LIMITED & LIMITED COMPANY:

- 2 Passport size photographs of the authorised person of the Company.
- Self attested copy of PAN Card of the Company.
- Memorandum of Association (MOA) & Articles of Association (AOA) duly signed by the Director / Company Secretary of the Company.
- Board resolution authorising the signatory of the application form to buy the Apartment on behalf of the Company.
- List of Directors duly signed by the Director / Company Secretary of the Company.
- Self attested copy of Form 32 / DIR-12 along with Challan in case of change of Directors.
- Self attested Copy of ID Proof of Authorised Person of the Company.
- Self attested copy of Registered Address Proof of Company.

HINDU UNDIVIDED FAMILY (HUF):

- 2 Passport size photographs of Applicant.
- Self attested copy of PAN card of HUF.
- Self attested copy of Permanent Address Proof of Applicant.
- Authority letter from all co-parceners of HUF authorising the Karta to act on behalf of HUF.

NRI/OCI/PIO:

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