





  
**ROF**  
REALTY . OPPORTUNITY . FUTURE



Serial No: \_\_\_\_\_

## APPLICATION FORM

For Allotment Of Flat Under The Affordable Housing Policy 2013 Notified By The Haryana Government

To,

M/s. Chirag Buildtec Private Limited,  
1st Floor, Building No.80,  
Sector-44, Gurugram

Dear Sir,

I/We (Applicant) have examined the tentative plan of the affordable residential group housing project named as “ROF ANANDA” , proposed to be developed by M/s. Chirag Buildtec Private Limited (HRERA-184 of 2017 dated 14.09.2017) having its registered office at M-18, third floor, Greater Kailash-II, New Delhi-110048 (hereinafter referred to as the “Company”) on land falling in the revenue estate of village Dhorka, Sector 95, District Gurugram, Haryana, and do hereby apply for allotment of a flat therein.

The Applicant has full knowledge of various eligibility criteria and restrictive covenants of the Affordable Housing Policy, 2013, as notified by the Haryana Government and amended from time to time (hereinafter referred as the “Policy”) and agrees to abide by the terms and conditions of the said Policy. The Applicant also agrees to sign and execute, as and when desired by the Company, the Allotment Letter and/or the Buyer’s Agreement in the Company’s format (draft thereof has been received and reviewed by the Applicant) and to abide by the terms and conditions thereof. The Applicant shall accept the specifications of the flat as specified herein and shall pay basic sale price, additional cost, government levies, applicable stamp duty etc. as and when demanded by the Company.

The Applicant has enclosed herewith demand draft/ pay order/ cheque bearing no.: \_\_\_\_\_  
dated \_\_\_\_\_ for Rupees \_\_\_\_\_ only, drawn on \_\_\_\_\_  
\_\_\_\_\_ in favor of “Chirag Buildtec Private Limited” which  
may kindly be treated as booking amount and earnest money, to be adjusted subject to the terms and conditions hereof, at the time of handing over the possession of the residential flat, towards the sale consideration.

The Applicant clearly understands that this application does not constitute an agreement to sale and the Applicant does not become entitled to the provisional and/or final allotment of Flat notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after the Applicant being declared successful in the draw of lot, the publication of result’s of draw of lots in the newspapers, the applicant’s signing and executing the buyer’s agreement and/or any such other documents as may be required by the Company (depending on the option availed) that the allotment shall become final and binding upon the Company.

The Applicant further agrees to pay the installments and additional charges/costs as per the payment plan, as shown in the price list and/or as stipulated/demanded by the Company, failing which the application/ allotment will be cancelled and the earnest money, if any, shall be forfeited by the Company. The Applicant’s particulars are given below:

SIGNATURE

FIRST/SOLE APPLICANT

SECOND APPLICANT, IF ANY

## FIRST APPLICANT’S PARTICULARS FOR REFERENCE AND RECORD

For Allotment Of Flat Under The Affordable Housing Policy 2013 Notified By The Haryana Government

FIRST APPLICANT’S NAME \_\_\_\_\_  
S/O, W/O, D/O, C/O: \_\_\_\_\_  
DOB/DOI: \_\_\_\_\_ GENDER: \_\_\_\_\_  
MARITAL STATUS: MARRIED / UNMARRIED NATIONALITY \_\_\_\_\_  
PHONE NO (RESIDENCE): \_\_\_\_\_ OFFICE PHONE NO: \_\_\_\_\_  
MOBILE NO.: \_\_\_\_\_ FAX: \_\_\_\_\_  
EMAIL ID: \_\_\_\_\_  
PERMANENT ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ PIN \_\_\_\_\_ COUNTRY \_\_\_\_\_  
CORRESPONDENCE ADDRESS: \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ PIN \_\_\_\_\_ COUNTRY \_\_\_\_\_  
PROOF OF IDENTIFICATION NO. \*(PASSPORT/AADHAR CARD/DRIVING LICENSE) \_\_\_\_\_  
PAN CARD\* (MANDATORY ATTACHMENT) \_\_\_\_\_

## SECOND APPLICANT’S PARTICULARS FOR REFERENCE AND RECORD

FIRST APPLICANT’S NAME \_\_\_\_\_  
S/O, W/O, D/O, C/O: \_\_\_\_\_  
DOB/DOI: \_\_\_\_\_ GENDER: \_\_\_\_\_  
MARITAL STATUS: MARRIED / UNMARRIED NATIONALITY \_\_\_\_\_  
PHONE NO (RESIDENCE): \_\_\_\_\_ OFFICE PHONE NO: \_\_\_\_\_  
MOBILE NO.: \_\_\_\_\_ FAX: \_\_\_\_\_  
EMAIL ID: \_\_\_\_\_  
PERMANENT ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ PIN \_\_\_\_\_ COUNTRY \_\_\_\_\_  
CORRESPONDENCE ADDRESS: \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ PIN \_\_\_\_\_ COUNTRY \_\_\_\_\_  
PROOF OF IDENTIFICATION NO. \*(PASSPORT/AADHAR CARD/DRIVING LICENSE) \_\_\_\_\_  
PAN CARD\* (MANDATORY ATTACHMENT) \_\_\_\_\_

SIGNATURE

FIRST/SOLE APPLICANT

SECOND APPLICANT, IF ANY



## DECLARATION

I/We do hereby declare that the above mentioned particulars given by me/us are true and correct and nothing has been concealed there from. I/we shall be liable and responsible for cancellation of booked Flat by the Company, if the enclosed document/information is found to be false or forged or faked. Any allotment against this application is subject to the terms and conditions attached to this Application form and that of the Allotment Letter/Buyer's Agreement, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s). I/we undertake to inform the Company of any change in my/our address or in any other particular/information given above, till the booked property is registered in my/our name(s), failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Company shall be deemed to have been received by me/us.

I/We do hereby further declare that I/we have read carefully each and every clause of this Application Form and the draft allotment letter and the buyer's agreement and understood the legal implications thereof, my/ our rights, obligations and liabilities thereunder; and the obligations and limitations of the Company therein. I/We have received all information, clarifications and documents in relation to the said Project (including approvals) as demanded by me/us from time to time. I/we have also fully inspected, understood, acquainted, evaluated and satisfied myself/ourselves with respect to the site, the building plans, layouts, design, specifications, location including Gurugram-Manesar master plan 2031, concept design and other aspects of the Project as well as the suitability of the flat applied. I/We have relied on my/our own judgment and investigation in deciding to apply for allotment of the said Flat, without being influenced by any oral or written representation, warranties, statements and/or promises of the Company and/or any other person acting on its behalf.

The Applicant has paid the Booking Amount of Rs. \_\_\_\_\_ vide Bank Draft/Cheque No. \_\_\_\_\_ dated \_\_\_\_\_, drawn on \_\_\_\_\_

Bank in favour of "Chirag Buildtec Pvt. Ltd". The Applicant further declares that this Application Form shall be valid only after realization of "cheques/draft amount" by the Company)

- The applicable payment plan is mentioned under 'Annexure A' to this Application below.**
- The tentative specifications for finishing/fittings likely to be provided in the flat are as mentioned under 'Annexure C' to this application.**
- Indicative terms and conditions forming part of this Application follow below.**

SIGNATURE

FIRST/SOLE APPLICANT

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## CHECKLIST (FOR OFFICE USE ONLY)

- Application Form is completely filled with two photographs and duly signed by the Applicant(s).
- Cheque for booking amount is in proper name and duly signed and dated.
- Self attested copies of PAN card of all applicants are attached with the form.
- Whether the Affidavits are duly executed and notarized?
- Address Proof and other relevant documents are attached with the form.

Booked By

Checked By

Approved By

## TERMS & CONDITIONS

Forming part of this application for allotment of residential flat under the Affordable Housing Policy 2013, in the group housing colony known as "ROF ANANDA"

- The Applicant has applied for allotment of Flat in the Residential Group Housing Project "ROF ANANDA" ("said Project") to be developed by M/s. Chirag Buildtec Pvt. Ltd. (HRERA-184 of 2017 dated 14.09.2017) situated in the revenue estate of Village Dhorka, Sector 95, District Gurugram, Haryana. (hereinafter referred to as the "Company")
- Notwithstanding anything contained herein in this Application, the Applicant understands that his/her/their Application will be considered as valid and proper only upon realization of the amount tendered along with this Application.
- Before applying for allotment of Flat, the Applicant has verified the terms/conditions of provisional allotment and price of the said Flat with other Developers in the vicinity and has fully satisfied himself/herself about the terms, conditions and nature of rights, title, interest of the Company in the said Project, which is to be developed/constructed by the Company as per Affordable Housing Policy, 2013, notified by the Haryana Government and prevailing byelaws/guidelines of the Directorate of Town and Country Planning, Haryana, Chandigarh(DTCP), Haryana Urban Development Authority(HUDA) or any other concerned authority (hereinafter referred to as "said Authority") and subsequent amendments thereof and has further understood all limitations and obligations in respect thereof. The Applicant further agrees to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by said Authority and/or other concerned Authorities in this regard to the Company.
- The Applicant acknowledges that the Company, as and when demanded by the Applicant, has provided all information & clarifications as required by the Applicant and that the Applicant has not unduly relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Company, its selling agents/ brokers or otherwise including but not limited to any representations relating to description or physical condition and usage of the Project (including the Project site and surroundings thereof) and the said Flat (including the size and dimensions and any other physical characteristics thereof), services to be provided by the Company, estimated facilities/amenities to be made available to the Applicant or any other data except as specifically represented in this, the Application, and that the Applicant has relied solely on his/her own judgment and investigation(s) for applying for allotment of the said Flat.
- Eligibility Criteria:**
  - Any person can apply, however, the PMAY beneficiaries, which include their spouse or depended children, identified by the Urban Local Bodies Department, Haryana under "Pradhan Mantri Awas Yojna-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, persons which include their spouse or dependent children who do not own any flat/plot in any HUDA developed colony/sector or any licenced colony in any of the Urban areas in Haryana, UT of Chandigarh and NCT Delhi shall be given next preference in allotment of flats. 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 colony. In case he/she is successful in more than one colony, he/she will have choice to retain only one flat. All such applicants shall submit an affidavit to this effect".
  - The Applicant, his/her spouse or his/her dependent children who has earlier been allotted residential Flat/House/Unit under said Policy (Affordable Housing Policy 2013) is not entitled to make the Application.
- Mode of selection of applicant for flat under said Policy:**
  - The Company will issue advertisement for booking of Flat on two occasions at one-week interval in one leading English National daily newspaper and two Hindi newspapers, having circulation of more than 10,000 copies in the State.
  - Submission / acceptance of application doesn't automatically guarantee the allotment of any flat in the Project. Subject to the fulfillment of the terms and conditions of the application, successful applicants shall be selected for allotment of flat in the Project through a draw of lots in accordance with the provisions of the said Policy.
  - The date and venue of draw of lots will be fixed by Senior Town Planner and thereafter an advertisement will be issued by the Company informing the applicants about the details regarding date/ time and venue of the draw of lots in the same newspaper in which original advertisement was issued.

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- 6.4. The Flat allotted under the Policy is prohibited for transfer/sale up to one year after getting possession of the Flat to avoid speculation and to give “Housing” to genuine persons. Breach of this clause will attract a penalty equivalent to 200% of selling price of the Flat. Execution of irrevocable Power of Attorney in favour of any person other than blood relation along with irrevocable Will and for consideration passed on to the Executor of Irrevocable Power of Attorney or to anybody on his behalf, shall be construed as transfer of property.
- 6.5. The successful applicant will be allotted the Flat after complying with the usual business conditions and acceptance of terms & conditions of sale within the stipulated time period prescribed by the Company.
- 6.6. The Applicant can be allotted a maximum of one Flat in his/her own name or in the name his/her spouse and/or dependent children under the Policy.
- 6.7. There will be no EWS category apartment.
- 6.8. There shall be no car parking to any of the allottee in the Project, unless otherwise agreed in writing by the company.
- 6.9. Upto 5% of the total number of flats as approved in the building plan may be allotted by the Company to its employees / associates / friends/ relatives etc., in accordance with the terms of the Policy.
7. Application and Allotment Procedure
  - 7.1. The application should be in the form prescribed along with the required deposit amount by Demand Draft drawn in favour of “Chirag Buildtec Pvt. Ltd.” and other required certificates and affidavits etc.
  - 7.2. Only one application Form will be given to one person (which includes his/her spouse or dependent children) and such person should not submit more than one application. In case the same is revealed the allotment may be cancelled.
  - 7.3. The applications received beyond the date specified for submission will be summarily rejected. Unless or otherwise the last date for receipt of the Application Form is further extended by the Company.
  - 7.4. Applications not accompanied by valid affidavits/other documents or incomplete in any other respect are liable to be rejected at the sole discretion of the Management of the Company and shall not be considered for draw of lots. The same be will be returned within 1-month of completion of scrutiny by the Company indicating the grounds of rejection together with booking amount, without any interest.
  - 7.5. Minor deficiencies in application like missing entry on the application form, incorrect / missing line in affidavit, illegible copies of certain documents, may be included by the Company in the draw of lots. However, in such case, if the applicant is declared successful in the draw of lots, the applicant will be required to remove the deficiencies in all respect within 15 days from the date of publication of the list of successful allottees in the newspaper, failing which their claim stand forfeited.
  - 7.6. All applications will be scrutinized by a joint committee of the District Town Planner (DTP) and the Company, in accordance with the parameters prescribed under the Policy.
  - 7.7. A waiting list to the extent of 25% of the total available number of units will also be prepared during draw of lots which will remain operative/valid for a period of two years from the date of draw of allotment of Flat. The applicants in the waitlist category will be considered for allotment in accordance with the Policy.
8. The Applicant hereby agrees and understands that the Flat area provided herein & subsequently in Allotment Letter/Buyer(s) Agreement are purely as per the terms of this Application Form and subject to result of the aforesaid Draw from the aforesaid Committee and the Applicant hereby gives his/her consent for change (decrease/ increase) in the area of the said Flat, change in its dimension, size, location, number, boundaries etc. The final size, location, number, boundaries etc. shall be confirmed by the Company on completion of development of the Project. In case of increase in the area of the said Flat, the Applicant shall pay for the initial 10% of increase in area at the rate of booking of the said Flat and shall pay for balance increased area at the then prevailing company’s rate.

SIGNATURE

FIRST/SOLE APPLICANT

SECOND APPLICANT, IF ANY

9. The Applicant has examined the location as per the Gurugram-Manesar master plan 2031, building plans, layouts, designs and specifications of the Project as well as flats to be constructed thereint and has agreed that the Company may apply for revision of the plan or usage of the Flat or may affect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority. The necessary changes/ alterations may involve change in position/ location, including change in dimensions, area or number etc. of the Flat.
10. The Applicant agrees that the amount paid with the application and in installments as the case may be, to the extent of Rs. 25,000/- (Rupee twenty-five thousand only) of sale consideration of the Flat shall collectively constitute the earnest money.
11. Surrender of flat by any successful applicant shall be allowed by the Company only if such surrender is permitted in the Policy and subject to compliance with the provisions thereof. The extant provisions of the Policy provides for deduction of Rs.25,000/- in case of surrender of flat by a successful applicant. Further, the allotment of Flat shall be cancelled on the occurrences of the following events:
  - 11.1. The timely payment of installments as stated in this Application Form is the essence of this contract. It shall be incumbent on the Applicant/ Allottee to comply with the terms of payment & other terms & conditions on which the said allotment has been made. The Applicant/Allottee does hereby further agree that in case he/she fails to make the payment of installment as per clauses stated above he/she shall pay a penal interest @15% per annum on the arrears.
  - 11.2. If a successful allottee fails to deposit the installment amount within the stipulated time limit, the Company will issue a reminder to him for depositing the default amount with interest within a period of 15 days from the date of issue of such notice. If the allottee still defaults in making payment, the Company will publish a list of such defaulters in the one regional Hindi newspaper having circulation of more than ten thousand in the State for payment of due amount within 15-days from the date of publication of such notice, failing which the allotment may be cancelled and the earnest money deposit will be deducted by the Company and balance amount will be refunded without interest.
  - 11.3. If the Applicant refuses the allotment within 30 days of receipt of allotment notice, the allotment shall be cancelled and the earnest money as per terms of this Application shall be forfeited.
  - 11.4. If the Applicant fails to execute Allotment/Buyers agreement within 30 days of receipt of allotment notice or within such further time as may be allowed by the Company in its discretion, the Company in its sole discretion may cancel allotment of the flat and in case of cancellation, the earnest money and other amounts of non-refundable nature paid by the Applicant, as per this application shall stand forfeited and the Applicant shall be left with no right, title or interest whatsoever in the flat and/or in the Project or against the Company, its directors, shareholders, employees or agents. The Buyers Agreement set forth in details the terms and conditions of allotment of flat and shall, to the extent of any inconsistency, supersede the terms and conditions mentioned in this application.
  - 11.5. If at any time it is found that the information given by the applicant is found incorrect and any breach of any terms as set forth in this Application.
  - 11.6. The breach of any terms as set forth in this application.
  - 11.7. If the Applicant fails to make timely payment of installments of basic cost and allied/additional cost, Govt. levy etc. pertaining to the said Flat which is the essence of the terms of the booking within stipulated period or if the tendered cheque or draft gets dishonored, then the Company shall have rights as per the said Policy to cancel the booking mentioned herein below.
12. The allotment rate per square feet on carpet area shall be Rs.4000/Sq ft and on the balcony area shall be Rs. 500/sq ft. Areas to be calculated as per approved building plan.

SIGNATURE

FIRST/SOLE APPLICANT

SECOND APPLICANT, IF ANY



13. The Applicant agrees to make all payments within time in terms of schedule of payments as mentioned in Annexure-A and/or as may be demanded by the Company from time to time through demand drafts/ cheques drawn upon scheduled banks in favor of “Chirag Buildtec Pvt. Ltd” payable at par. The Applicant further agrees that in case the Applicant make any payment towards the said Flat from any third party account, then the Applicant shall ensure that there would be no claim by such third party on the said Flat against the payment made from the third party account and the Applicant further agrees that the Company shall not be liable or responsible for any inter-se transaction between such third party and the Applicant in any manner whatsoever. In the event of the Applicant making any payment through any third party account, the Applicant hereby agrees to submit a declaration signed by such third party to the Company and upon receipt of such declaration from the third party and realization of payment, the Company shall proceed to issue receipt of such payment made by the Applicant from third party account.
14. All statutory charges, taxes, cess and any other levies demanded or imposed by the concerned authorities shall be payable proportionately by the Applicant from the date of booking as per demand raised by the Company. Notwithstanding anything contains contrary hereinabove, the Applicant hereby understand that all taxes (as may be applicable) shall be payable in accordance with his payment plan for payment of sale consideration of the said Flat. If the Applicant fails to disburse the installment along with applicable all other charges, cost, additional amount of the sale consideration of the said Flat in timely manner, in such eventuality, any unpaid amount shall be construed as unpaid sale consideration of the said Flat and Applicant shall be liable to pay the due installments along with interest calculated @15 % per month (or, as applicable).
15. The Applicant hereby agrees to join the Residents Welfare Association ( RWA ) as and when formed in this Project. Further the Company shall have the right to transfer Maintenance to the Maintenance Agency, as per the terms of the Policy.
16. If the Applicant has NRI/ PIO status or if the Applicant is/are foreign national(s) then the Applicant shall be solely responsible to comply with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable rules without any interest and the allotment shall stand cancelled forth with. The Applicant agrees that the Company will not be liable in any manner on such account.
17. The Company shall have the first lien and charge on the said Flat for all its dues and other sums payable by the Applicant to the Company. Loans from financial institutions to finance the said Flat may be availed by the Applicant. However, availability of Loan/approval of the Flat by the Financial Institution is not the pre-requisite/condition precedent of the allotment of the said Flat and the Applicant hereby agrees to pay the sale consideration of the aforesaid Flat according to Payment Plan, irrespective of availability of finance from any Financial Institution. Further, if any particular Institution/ Bank refuse to extend financial assistance on any grounds, the Applicant shall not make such refusal an excuse for non-payment of further installments/dues.
18. In case the Company is forced to abandon the said Project due to force majeure circumstances or for reasons beyond its control, the Company shall refund the amount paid by the Applicant upon compliance of necessary formalities by the Applicant.
19. The Company shall put its best efforts to complete the development of the Flat within 4 years from the approval of building plans or grant of environmental clearance, whichever is later, same shall be subject to force majeure conditions, making timely payment or subject to any other reasons beyond the control of the Company. No claim by way of damages/compensation shall lie against the Company in case of delay in handing over the possession on account of any of the aforesaid reasons including untimely payment by the Applicant(s)/Allottee(s) and the Company shall be entitled to a reasonable extension of time for the delivery of possession of the said Flat to the Applicant(s)/Allottee(s). The aforesaid period of development shall be computed by excluding Sundays, Bank Holidays, enforced Govt. holidays and the days of cessation of work at site in compliance of order of any Judicial/ concerned State Legislative Body.

SIGNATURE

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20. The Applicant shall before taking possession, must clear all the dues towards the Flat and have the Conveyance Deed for the said Flat executed in his/her favor by the Company after paying applicable stamp duty, registration fee and other legal charges/expenses before taking possession of the Flat.
21. The Applicant shall use/cause to be used the said Flat for designated residential purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Flat and forfeiture of the earnest money and other dues as stated hereinabove and the Applicant will have to compensate the Company for all other losses resulting there from.
22. The Applicant shall have no objection in case the Company 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 got vacated before handing over possession of the Flat to the Applicant.
23. If any additional FAR (beyond the current applicable FAR) is permitted in future on the land whereupon the said Project shall be developed, the Company shall have the sole and exclusive right to own, use, utilize, construct, develop and deal with such additional FAR, and to transfer additional construction done on any portion of the said land (Including area earmarked for future expansion in the site plan) on account of such additional FAR, and the Applicant will not raise any objection in this regard. In such a situation, the proportionate share of the allottees in the common area and facilities shall stand varied accordingly.
24. The Applicant shall get his/her complete address and e-mail ID registered with the Company at the time of booking and it shall be his responsibility to inform the Company through letter by Registered A.D. about all subsequent changes in his address and e-mail ID, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he/she shall be responsible for any default in making payment and other consequences that might occur there from. The Applicant hereby agrees that the Company shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Company.
25. In case there are joint applicants, all communications shall be sent by the Company to the applicant whose name appears first, at the address given by him/her for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.
26. If any misrepresentation/ concealment/ suppression of material facts is found to be made by the Applicant, the allotment will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the Applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
27. The applicants are advised not to pay any commission, brokerage, premium or any other payment, in cash or kind, for allotment of flat in the said Project except payment for application form (if any) and cost of the flat and other charges in accordance with the Buyer's Agreement.
28. The Application Form shall be governed by, interpreted and construed in accordance with the laws of India.
29. Any disputes or differences arising from or in connection with this Application Form, including any disputes relating to the existence, validity, interpretation or valid termination of its provisions shall be exclusively and finally settled by an arbitral tribunal comprising of sole arbitrator appointed by the Company. The arbitration proceedings shall be held in Gurugram. The award shall be final and binding upon the parties. The arbitration shall be held in accordance with the terms of the Indian Arbitration and Conciliation Act, 1996. The courts at Gurugram alone shall have exclusive jurisdiction in the matter and controversy arising out of this Application including the arbitration and arbitration proceedings.

SIGNATURE

FIRST/SOLE APPLICANT

SECOND APPLICANT, IF ANY



## DECLARATION

I/We declare that the above terms and conditions have been read / understood and the same are acceptable to me/us. I/We have sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/We have signed this Application Form and paid the booking amount for allotment. I/We further undertake and assure the Company that in the event of rejection of my/our application for allotment for whatsoever reason, including but not limited to non-compliance of the terms by me/us as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien under this Application or against any Flat in relation to the said Flat. If any other Persons has signed this Application Form on my/our behalf, then he shall be presumed to be duly authorized by me/us through proper Authorization/Power of Attorney/ Resolution etc.

इस दस्तावेज में वर्णित सभी तथ्यों व शर्तों को मुझे/हमें हिन्दी में पढ़कर सुनाया व समझा दिया गया है, जिनको पूरा रूप से सुनकर और समझकर स्वेच्छा से बिना किसी दबाव व जबरदस्ती के मैंने/हमने इस दस्तावेज पर अपने हस्ताक्षर/दस्तखत किये हैं।

Name of Applicant (s)

1. \_\_\_\_\_
2. \_\_\_\_\_

SIGNATURE

FIRST/SOLE APPLICANT

SECOND APPLICANT, IF ANY

DETAILS OF THE FLAT

Carpet Area of Flat: \_\_\_\_\_ Sq. Ft.

Carpet Area of Balcony: \_\_\_\_\_ Sq. Ft.

Unit Type : \_\_\_\_\_

SIGNATURE

FIRST/SOLE APPLICANT

SECOND APPLICANT, IF ANY

## ANNEXURE A PAYMENT PLAN

The Cost of the said Flat shall be Rs. \_\_\_\_\_/-  
Rupees \_\_\_\_\_

only) calculated for carpet area of approx. \_\_\_\_\_ sq. ft. (final cost shall be as per the carpet area of the flat) vide Bank Cheque/DD No. \_\_\_\_\_, dated \_\_\_\_\_, infavour of “Chirag Buildtec Pvt. Ltd.”.

The aforesaid cost of said Flat is always subject to amendment by the concerned Govt. Authority. Applicable Stamp Duty, Registration charges, legal cost, documentation charges etc. (if any) shall be payable extra by the Allottee.

Cost of the said Flat is exclusive of Applicable Taxes, Cess, EDC, including any revision or enhancement, if applicable, and other cost and charges, any other Taxes as levied or to be levied in future in the said Flat and the same shall be payable by the Applicant as and when demanded by Company or the concerned Authority as case may be. Final cost will be determined on the basis of actual measurement.

TIME OF PAYMENT	PERCENTAGE OF TOTAL PRICE
AT THE TIME OF APPLICATION	5% OF THE TOTAL PAYMENT
AT THE TIME OF ALLOTMENT	20% OF THE TOTAL PAYMENT @
WITHIN 6 MONTHS OF ALLOTMENT	12.5% OF THE TOTAL PAYMENT @
WITHIN 12 MONTHS OF ALLOTMENT	12.5% OF THE TOTAL PAYMENT @
WITHIN 18 MONTHS OF ALLOTMENT	12.5% OF THE TOTAL PAYMENT @
WITHIN 24 MONTHS OF ALLOTMENT	12.5% OF THE TOTAL PAYMENT @
WITHIN 30 MONTHS OF ALLOTMENT	12.5% OF THE TOTAL PAYMENT @
WITHIN 36 MONTHS OF ALLOTMENT	12.5% OF THE TOTAL PAYMENT @*

\*Last and Final installment shall be calculated as per the final area of the Flat and shall be paid by the Applicant along with all applicable dues, Stamp Duty, Registration Charges, and enhanced EDC/ID charges, if any.

@ Notwithstanding anything contained in this Application Form, in case of allotment of flats in the Project in two or more phases due to receipt of applications lesser than the total number of sanctioned flats in the Project, the allottees in the subsequent phases will be required to pay at the time of allotment an amount equivalent to the amount already demanded from the allottees in the first phase.

SIGNATURE

FIRST/SOLE APPLICANT

SECOND APPLICANT, IF ANY



**ANNEXURE B**  
**AFFIDAVIT FOR FIRST APPLICANT**  
(ON RS.10/- NON-JUDICIAL STAMP PAPER)

I, \_\_\_\_\_ Son/Wife of \_\_\_\_\_  
Resident of \_\_\_\_\_

do hereby solemnly affirm and declare as under:-

1. That the particulars given by me in this Application are true and correct and nothing material has been concealed.
2. That I am completely aware of and in agreement with the provision of “Affordable Housing Policy- 2013”, issued by the Government of Haryana, vide Town and Country Planning Departments Notification dated 19<sup>th</sup> August 2013 including amendment(s) thereof and undertake to abide by the applicable provision of the policy and any applicable laws, rules ,regulation or bye-laws made pursuant thereto or other wise applicable.
3. That I or my spouse or my dependent children have been /have not been identified under “Identified Beneficiaries “by urban local bodies department, Haryana under PMAY (Pradhan Mantri Awasiya Yojna Housing for all) for the town /city of Gurugram.
4. That I or my spouse or my dependent children have been /have not been identified under “Other Identified Beneficiaries” of PMAY (Pradhan Mantri Awasiya Yojna –Housing for all) of the state of Haryana.
5. That I or my spouse or my dependent children do/do not own a flat or a land in any colony or sector developed by Haryana Urban Development Authority or in any licensed colony in any of the Urban Area in Haryana or in the Union Territory of Chandigarh or in the national Capital Territory of Delhi.
6. That I or my spouse or my dependent children have not made an application for allotment of flat in another affordable group housing project in Haryana.

Or

That I or my spouse or my dependent children have made an application for allotment of apartment in another affordable group housing in Haryana, the details of which project is as follows:.

Person in whose name application has been made \_\_\_\_\_

Relation with the Applicant \_\_\_\_\_

Name of the Project \_\_\_\_\_

Location \_\_\_\_\_

Name of developer \_\_\_\_\_

Status of the Applicant as on date \_\_\_\_\_

7. That I or my spouse or my children, if successful in getting more than one flat under affordable Housing Policy - 2013, then I/my spouse /my dependent children will retain only one flat & will inform the company about the intention to retain or withdraw the application within 7(seven) days of the declaration of the successful application by the company in relation to this Project of Nani Resorts and Floriculture Pvt. Ltd.

8. That I have not made any other application (s) in this colony/project.

Place:

Date: \_\_\_\_\_ Deponent

**VERIFICATION**

Verified that the contents of photograph no.1 to 8 above are true and correct to the best of my knowledge and belief and no part thereof is false and nothing has been concealed or misstated.

Verified at \_\_\_\_\_ on this \_\_\_\_\_ Day of \_\_\_\_\_ 2017

Deponent

SIGNATURE

FIRST/SOLE APPLICANT

SECOND APPLICANT, IF ANY

**AFFIDAVIT FOR SECOND APPLICANT (IF ANY)**  
(ON RS.10/- NON-JUDICIAL STAMP PAPER)

I, \_\_\_\_\_ Son/Wife of \_\_\_\_\_  
Resident of \_\_\_\_\_

do hereby solemnly affirm and declare as under:-

1. That the particulars given by me in this Application are true and correct and nothing material has been concealed.
2. That I am completely aware of and in agreement with the provision of “Affordable Housing Policy- 2013”, issued by the Government of Haryana, vide Town and Country Planning Departments Notification dated 19<sup>th</sup> August 2013 including amendment(s) thereof and undertake to abide by the applicable provision of the policy and any applicable laws, rules ,regulation or bye-laws made pursuant thereto or other wise applicable.
3. That I or my spouse or my dependent children have been /have not been identified under “Identified Beneficiaries “by urban local bodies department, Haryana under PMAY (Pradhan Mantri Awasiya Yojna Housing for all) for the town /city of Gurugram.
4. That I or my spouse or my dependent children have been /have not been identified under “Other Identified Beneficiaries” of PMAY (Pradhan Mantri Awasiya Yojna –Housing for all) of the state of Haryana.
5. That I or my spouse or my dependent children do/do not own a flat or a land in any colony or sector developed by Haryana Urban Development Authority or in any licensed colony in any of the Urban Area in Haryana or in the Union Territory of Chandigarh or in the national Capital Territory of Delhi.
6. That I or my spouse or my dependent children have not made an application for allotment of flat in another affordable group housing project in Haryana.

Or

That I or my spouse or my dependent children have made an application for allotment of apartment in another affordable group housing in Haryana, the details of which project is as follows:.

Person in whose name application has been made \_\_\_\_\_

Relation with the Applicant \_\_\_\_\_

Name of the Project \_\_\_\_\_

Location \_\_\_\_\_

Name of developer \_\_\_\_\_

Status of the Applicant as on date \_\_\_\_\_

7. That I or my spouse or my children, if successful in getting more than one flat under affordable Housing Policy - 2013, then I/my spouse /my dependent children will retain only one flat & will inform the company about the intention to retain or withdraw the application within 7(seven) days of the declaration of the successful application by the company in relation to this Project of Nani Resorts and Floriculture Pvt. Ltd.

8. That I have not made any other application (s) in this colony/project.

Place:

Date: \_\_\_\_\_ Deponent

**VERIFICATION**

Verified that the contents of photograph no.1 to 8 above are true and correct to the best of my knowledge and belief and no part thereof is false and nothing has been concealed or misstated.

Verified at \_\_\_\_\_ on this \_\_\_\_\_ Day of \_\_\_\_\_ 2017

Deponent

SIGNATURE

FIRST/SOLE APPLICANT

SECOND APPLICANT, IF ANY



ANNEXURE C  
TENTATIVE SPECIFICATIONS

ROOMS

FLOOR	VITRIFIED TILES
WALLS	PAINT FINISH
CEILING	PAINT

KITCHEN

FLOOR	VITRIFIED TILES
WALLS	PAINT IN THE BALANCE AREAS

TOILETS

FLOOR	ANTISKID TILES
WALLS	TILES/ PAINT
CEILING	PAINT

BALCONY

FLOOR	ANTISKID TILES
WALLS &	EXTERIOR WATER PROOF PAINT
CEILING	

INTERIOR FIXTURES

KITCHEN	STAINLESS STEEL SINK
DOORS	PAINTED WOOD/ FLUSH DOOR
CHINAWARE	DESIGNER SANITARYWARE CP
FITTINGS	DESIGNER BATHROOM FITTINGS
ELECTRICAL FITTINGS	WIRINGS/ ELECTRICAL GEAR WITH ISO CERTIFICATION
WINDOWS	POWDER COATED/ ANODIZED / WOOD FINISH / ALUMINIUM FRAME

EXTERNAL

SECURITY	24 HR SECURITY WITH GATED ACCESS
LANDSCAPE	FULLY LANDSCAPED WITH WIDE INTERNAL ROADS
COMMUNITY	COMMUNITY HALL & CRECHE SERVICES

SIGNATURE

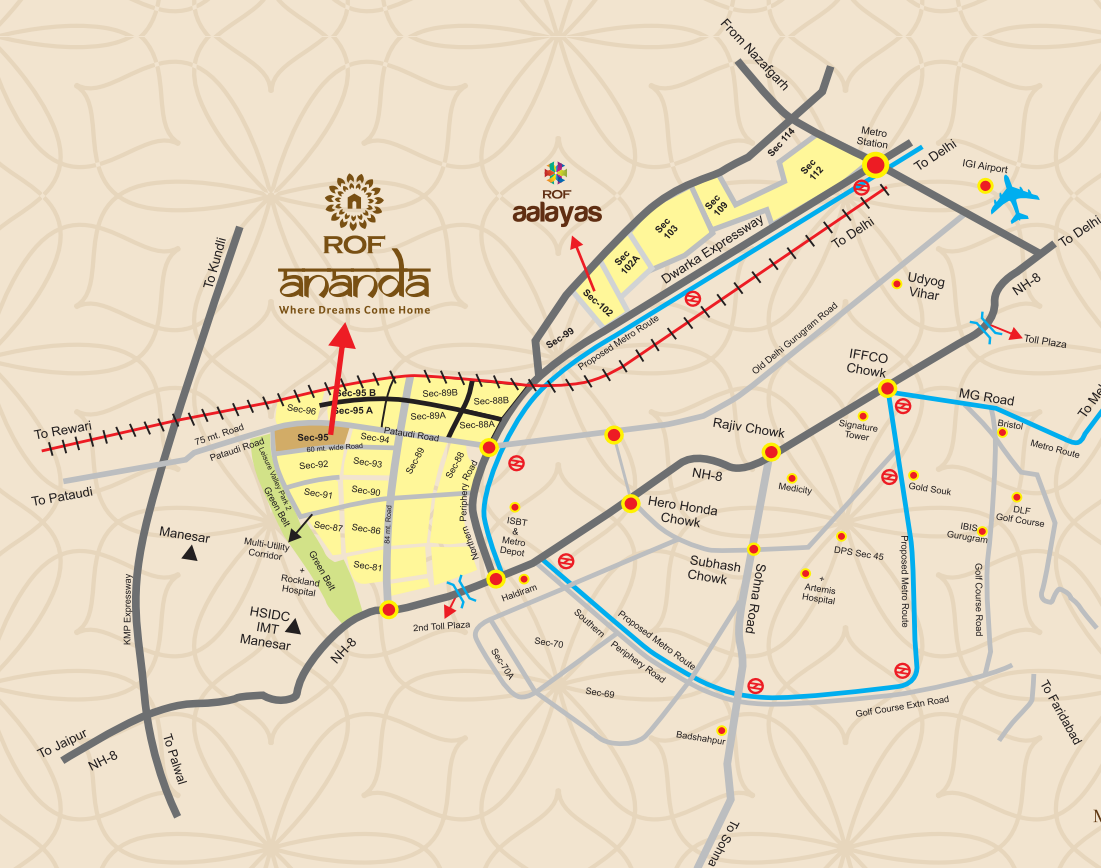
FIRST/SOLE APPLICANT

SECOND APPLICANT, IF ANY

ANNEXURE D  
SITE PLAN & LOCATION MAP



Artistic Impression for reference purpose only.



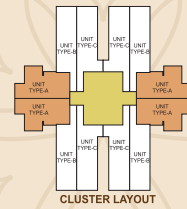
Map not to scale

SIGNATURE

FIRST/SOLE APPLICANT

SECOND APPLICANT, IF ANY



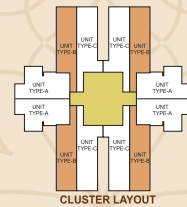


1BHK  
UNIT TYPE - A  
CARPET AREA = 347.56 SQFT.  
BALCONY AREA = 50.05 SQFT.

SIGNATURE

FIRST/SOLE APPLICANT

SECOND APPLICANT, IF ANY

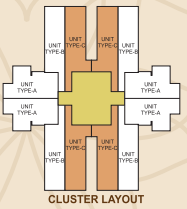


1BHK  
UNIT TYPE - B  
CARPET AREA = 344.01 SQFT.  
BALCONY AREA = 55.04 SQFT.

SIGNATURE

FIRST/SOLE APPLICANT

SECOND APPLICANT, IF ANY

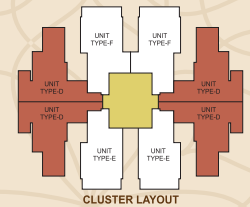


1BHK  
UNIT TYPE - C  
CARPET AREA = 366.08 SQFT.  
BALCONY AREA = 55.04 SQFT.

SIGNATURE

FIRST/SOLE APPLICANT

SECOND APPLICANT, IF ANY



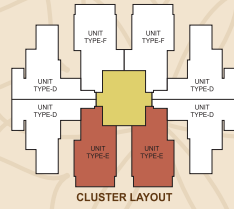
2BHK + S  
UNIT TYPE - D  
CARPET AREA = 645.29 SQFT.  
BALCONY AREA = 86.2 SQFT.

SIGNATURE

FIRST/SOLE APPLICANT

SECOND APPLICANT, IF ANY



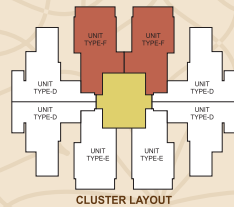


2BHK  
UNIT TYPE - E  
CARPET AREA = 549.17 SQFT.  
BALCONY AREA = 100 SQFT.

SIGNATURE

FIRST/SOLE APPLICANT

SECOND APPLICANT, IF ANY



3BHK  
UNIT TYPE - F  
CARPET AREA = 644.12 SQFT.  
BALCONY AREA = 100 SQFT.

SIGNATURE

FIRST/SOLE APPLICANT

SECOND APPLICANT, IF ANY

Serial No: \_\_\_\_\_

## ACKNOWLEDGEMENT

Received Application No. \_\_\_\_\_ dated \_\_\_\_\_ from

Mr./Mrs./Ms. \_\_\_\_\_ &

Mr./Mrs./Ms. \_\_\_\_\_ towards allotment

of an apartment in “ \_\_\_\_\_ ”, an affordable group housing project proposed to be

developed in the revenue estate of village Dhorka, Sector-95, Gurugram under the Affordable Housing Policy 2013 (as

amended) announced by the Government of Haryana.

Amount of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_)

vide demand draft/pay order bearing no. \_\_\_\_\_ dated \_\_\_\_\_ for

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) drawn

on \_\_\_\_\_ received towards the application money. Receipt

Is subject to realization of demand draft/pay order/ cheque.

Acceptance of the said application shall be subject to further detailed review by the Company and examination of its

adherence to the ‘Affordable Housing Policy’

M/S CHIRAG BUILDTEC PRIVATE LIMITED

AUTHORISED SIGNATORY

