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AVAIL INTEREST SUBSIDY BENEFITS UNDER PMAY ON RS. 12 LACS HOME LOAN.**

DISCLAIMER:

THE REAL ESTATE (REGULATION AND DEVELOPMENT ACT 2016 AND THE RULES MADE THERE UNDER "RERA") HAS BROUGHT ABOUT SIGNIFICANT CHANGES TO THE REAL ESTATE SECTOR. SIGNATURE GLOBAL IS FULLY COMMITTED TO COMPLIANT WITH THE PROVISIONS UNDER RERA. SIGNATURE GLOBAL URGES THE APPLICANT TO INSPECT THE SITE WHERE THE PROJECT IS PROPOSED TO BE CONSTRUCTED. THE APPLICANT SHALL NOT MERELY RELY OR TO BE INFLUENCED BY ANY ARCHITECTURAL IMPRESSION, PLAN OR SALES BROCHER HENCE APPLICANT HEREBY REQUESTED TO CONTACT OUR SALES TEAM TO UNDERSTAND AND TO BE WELL VERSED WITH THE CURRENT DETAILS REGARDING THE PROJECT BEFORE SUBMITTING AN APPLICATION FOR BOOKING OF FLAT. ** BENEFITS UNDER PRADHAN MANTRI AWAS YOJANA AVAILABLE AS PER RULES * RATE MENTIONED ABOVE DOES NOT INCLUDE GST AND OTHER STATUTORY CHARGES.

RERA REG.: 13 OF 2017 DATED 03.07.2017



***LIVE AMONGST
NATURE.*** ***TAKE THE EXPRESSWAY TO HAPPINESS.***
APPLICATION FORM



GRANDIVA™
EXPRESSWAY TO HAPPINESS
SECTOR 103, GURUGRAM

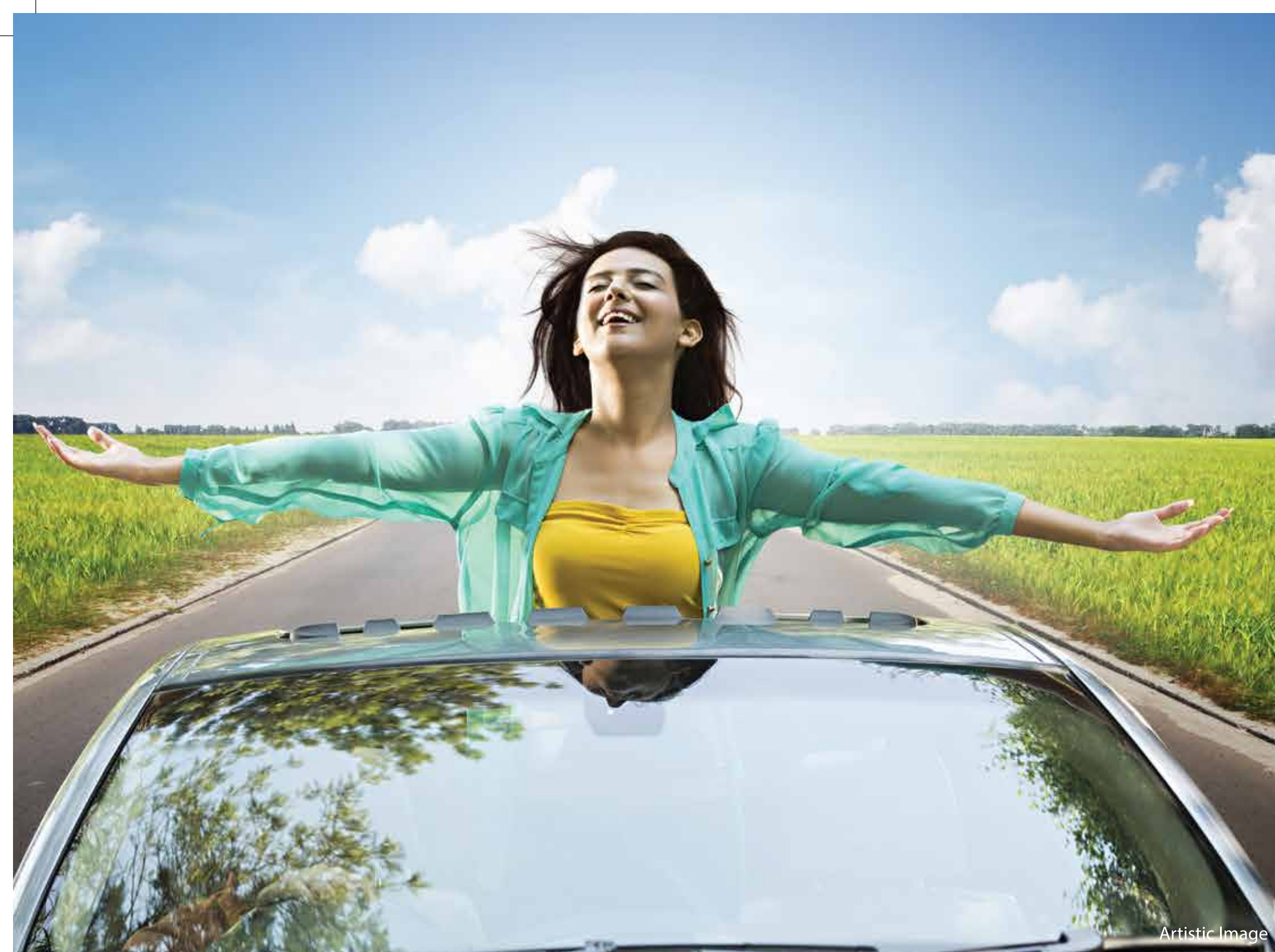
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JMK HOLDINGS PVT. LTD. | CIN: U70109DL2013PTC255232
CORP. OFF.: GROUND FLOOR, SIGNATURE TOWER A, SOUTH CITY -1, GURUGRAM, 122001
W: SIGNATUREGLOBAL.IN | E: CRM@SIGNATUREGLOBAL.IN | T: 0124-4908200



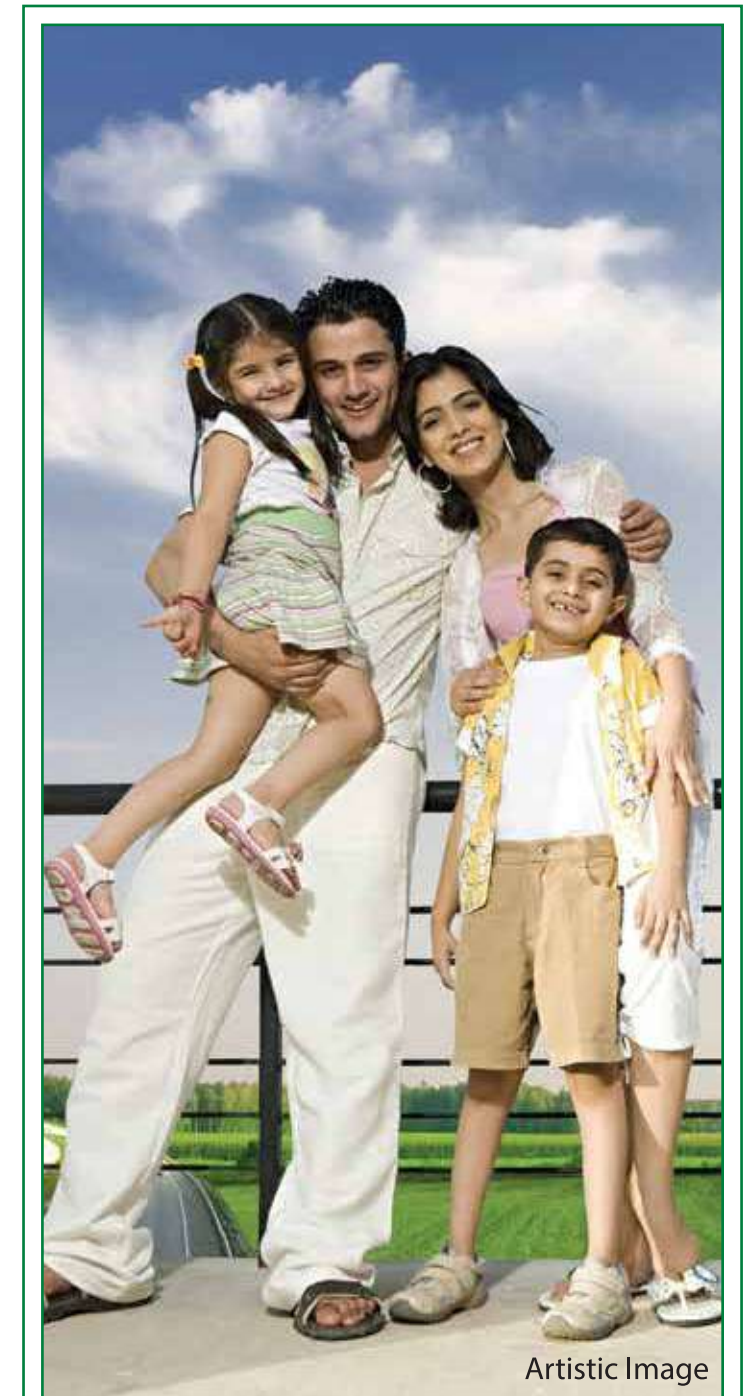
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SECTOR 103, GURUGRAM

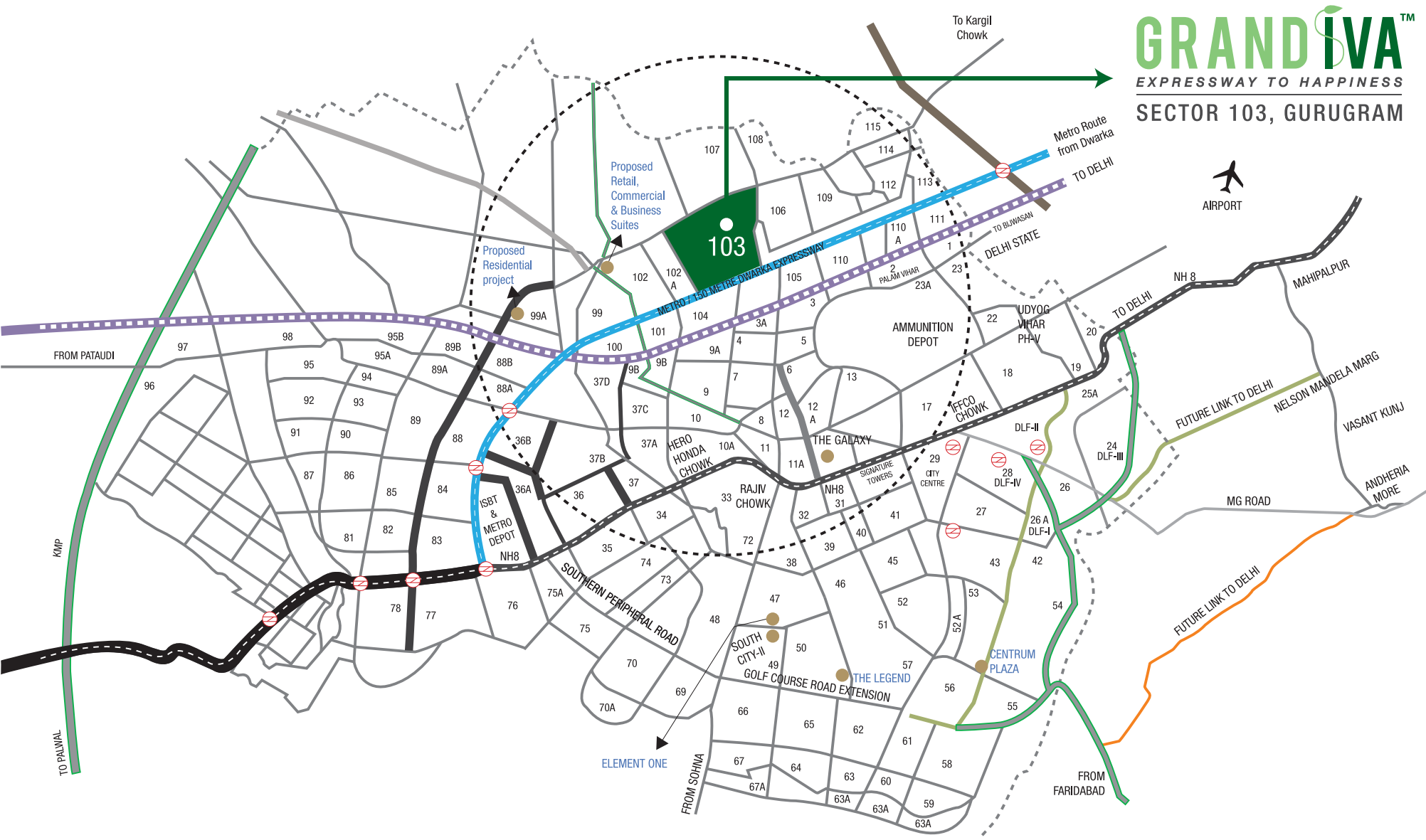


GRAND IS THE WAY YOU LIVE

An abode in the middle of lush green landscapes and yet, close to your world of shopping, entertainment, restaurants and all that you aspire for. Experience an international lifestyle at a complex which is away from the city chaos and yet accessing the world is a matter of stepping out of your gate. It's where you can live every single moment of your life, and make it grand.



LOCATION MAP



Located close to the Dwarka Expressway in Gurugram's posh area, Sector 103, Grand Iva is a rare combination of affordability and accessibility. With the most important landmarks and city centers right next door, this residential complex is a dream come true for both the end user as much as it is for the investor.

-  Bang on Dwarka Expressway
-  Near to Proposed metro
-  4.6 km from New Delhi
-  23 km from IGI Airport



THE EXPRESSWAY TO NEW AVENUES

**GRAND IS EVERY
MOMENT SPENT HERE.**



Project Registration No. under RERA Act : 13 of 2017 dated 03.07.2017

Application Form Serial No.

**APPLICATION FOR BOOKING OF RESIDENTIAL APARTMENT UNDER
AFFORDABLE HOUSING POLICY 2013, GOVERNMENT OF HARYANA**

To,

M/s. JMK holdings Pvt. Ltd.

CIN : U70109DL2013PTC255232

Corporate Office: Signature Global,

Ground Floor, Tower –A, South City-1,

Gurugram, Haryana-122001

Dear Sir,

I/We hereby, as the applicant(s) (“Applicant”), by way of this application letter (“Application”), hereby apply for booking of a residential apartment along with the parking space as per Clause 26 below (“Apartment”) in the Affordable Group Housing Colony (“Project”) proposed to be developed by JMK holdings Pvt. Ltd. (“Company”) at Sector 103, Gurugram, Haryana as per the Haryana Affordable Housing Policy, 2013 notified by Government of Haryana vide Notification No. PF- 27/48921 dated 19th August, 2013 and any amendments thereto (“Policy”). I/we understand that the Company has obtained License No. 157 dated 11/09/2014 from the office of Director General, Town and Country Planning, Haryana (“DGTCP”)for developing the aforesaid affordable group housing colony building plan approved on 11/05/2016 vide memo no. ZP 1069/AD(RA)/2016/9215.

Notwithstanding anything contained herein, the Applicant acknowledges and understand that, by virtue of this Application, (i) the Applicant is submitting the application for booking of the aforesaid Apartment through draw of lots (ii) the above Apartment has not been allotted, sold or otherwise transferred by the Company. Further, it is hereby clarified that by virtue of this Application, the Company has not allotted, sold or otherwise transferred the Apartment notwithstanding the fact that Company may have issued an acknowledgement in receipt of the application money tendered with this Application.

Signature of Applicant(s)

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PRICING ON CARPET AREA

- Makes the homes more affordable
- Makes it easier to get a loan
- Helps pay off the home loan faster

APARTMENTS THAT STAY BEAUTIFUL FOR DECADES

- Well ventilated apartments with abundant natural light.
- Excellent workmanship that lasts for years
- High quality doors and windows

In the event the Applicant becomes a successful allottee as per the procedure provided hereunder, he shall then have to sign and execute the allotment letter (“Allotment Letter”) and the builder buyer’s agreement/agreement to sell (“Agreement”) as per the Company’s standard format within the time frame as provided by the Company. I/We agree to abide by all the prescribed terms and conditions set forth in the said Allotment Letter and the Agreement and to comply with all the statutory requirements as applicable and adhere to all the applicable laws.

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

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

My / Our particulars are as under

Sole / First Applicant : _____

Name: _____

Son/Wife/Daughter: _____

Permanent Address: _____

_____ Pin Code: _____

Communication Address: _____

_____ Pin Code: _____

E-Mail: _____ Nationality: _____

Telephone Nos: _____ Mobile: _____

PAN Number: _____ Applicant’s Name (As on Bank Account): _____

Name of Applicant Bank: _____

Bank Account No.:_____ Aadhar No_____

Second Applicant (If any) Second applicant can only be the spouse of first applicant:

Name: _____

Son/Wife/Daughter: _____

Permanent Address: _____

_____ Pin Code: _____

Communication Address: _____

_____ Pin Code: _____

E-Mail: _____ Nationality: _____

Telephone Nos: _____ Mobile: _____

PAN Number: _____

Name of Applicant Bank: _____

Bank Account No.:_____ Aadhar No_____

1.

Whether the Applicant(s) or their spouse or their dependent children own any apartment /plot in any HUDA developed colony/sector or any Licensed colony in any of the Urban areas in Haryana, UT of Chandigarh and NCT Delhi.

Yes/No
2.

Whether Applicant(s) or their spouse or their dependent children have made any application for allotment of Apartment in any other colony under aforesaid Haryana Affordable Housing Policy, 2013 of Government of Haryana.

Yes/No
3.

If answer to column No. 2 above is “Yes”, please provide details sought in column Nos. 3(a) to 3(c), otherwise write ‘N.A.’.
- 3(a)

Person in whose name application is made
- 3(b)

Name & Location of affordable group housing colony
- 3(c)

Name & Address of Company

Carpet area of flat is about _____

Square Feet [Excluding Balcony] and I/we 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., 5% of the cost of the Apartment (**“Booking Amount”**).

Important Note :

1.

The Booking Amount shall be acceptable vide a single transaction whether it is through demand draft/ 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 Company, no amendment in the Application shall be accepted.

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).

Signature of Applicant(s)

I/we have not made any other application for allotment of Apartment in the Project stated above. I/we further declare that in case cheque/demand draft/ online mode of transactions submitted along with this Application towards Booking Amount gets dishonored due to any reason whatsoever, my/our Application shall be treated as “not submitted” at all and I/we shall not be entitled to participate in draw for allotment of Apartments. I/we have read and understood the aforesaid Policy, which is available on the website of DGTCP and undertake to remain bound by the same. I/we understand that there may be various types of apartments in aforesaid Project and I/we shall accept allotment of Apartment as per result of draw of lots of the applied category, irrespective of its type.

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

I/we further declare that the Company 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 Company.

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

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

Date.....

Signature

First/sole Applicant

Signature

Second Applicant, if any

Signature of Applicant(s)

TERMS AND CONDITIONS FOR BOOKING OF THE APARTMENT IN THE PROJECT
PROPOSED TO BE DEVELOPED BY THE COMPANY AS PER THE POLICY

1.

Any person can apply for booking of the Apartment in the Project, but a person which includes his/her spouse or his/her dependent children who do not own any flat/plot in any HUDA developed colony/sector or any licensed colony in any of the Urban Areas in Haryana, UT of Chandigarh and NCT Delhi shall be given first preference in allotment of apartments. An Applicant shall make only one Application. Any successful Applicant under this scheme shall not be eligible for allotment of any other apartment under the 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 apartment. All such Applicant(s) shall submit an affidavit to this effect.
2.

All the terms and conditions of the Policy shall be applicable on the Apartment allotted under the Application.
3.

Upto 5% of the total number of Apartments as approved in the building plans may be allotted by the Company to its employees/associates/ friends/relatives etc.in accordance with Policy.
4.

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 shall be determined by the Company. I/We understand and agree that after the construction of the building/Apartment is complete and the occupation certificate/ part occupation (as the case may be) is granted by the competent authority, the Company shall confirm the carpet area of the Apartment and in the event of reduction in the carpet area of the Apartment, the Company shall refund the excess amounts paid by me/us within 90 (ninety) days from the date when such excess amount was paid by me/us . I/We further agree that in the event of any increase in the carpet area of the Apartment, which shall not be more than 5% (five percent) of the carpet area of the Apartment as mentioned in the Application and the Agreement and subject to the maximum ceiling provided under the Policy, the Company shall be entitled to demand the payable amounts along with the next due instalment as per the Payment Plan. All such adjustments in the amounts payable or refundable as the case may be shall be made at the same rates as agreed herein.
5.

The Applicant is fully satisfied with the title of the Company in the Project where the Apartment is located. Further, the Applicant has examined and is satisfied with the nature of rights, title and interest of the Company in the Project, which is being developed/ constructed by the Company as per the applicable laws. The Applicant agrees and accepts to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by DGTCP and/or by any other competent authorities in this regard, to the Company.
6.

The Applicant shall inspect the site where the Apartment is proposed to be constructed. The Applicant shall not merely rely or be influenced by any architect’s plan, sales plan, sales brochures, advertisement, representations, warrantees, statements or estimates of any nature whatsoever, whether written or oral, made by the Company and shall make his personal judgment prior to booking the Apartment.

Signature of Applicant(s)

7.

The Applicant (successful allottee) shall before taking possession of the Apartment, clear all the dues towards the Apartment and have the conveyance deed for the Apartment executed in his favour by the Company after paying stamp duty, registration fee and other charges/expenses, as applicable, to the concerned sub registrar.
8.

The Applicant undertakes to abide by all applicable laws including any bye laws, laws, rules and regulations including the Real Estate (Regulation and Development) Act 2016 and the rules framed thereunder (“Real Estate Act”).
9.

The Applicant (successful allottee) may avail for loans from financial institutions to finance the Apartment. However, if a particular financing institution or bank refuses to extend financial assistance on any ground, the Applicant (successful allottee) shall not make such refusal an excuse for non-payment of further installments / dues. In case there is delay in processing the loan in favour of the Applicant (successful allottee) due to any reason what-so-ever and consequently the payments of installments are delayed by the Applicant (successful allottee) to the Company, the Applicant (successful allottee) agrees and accepts to make the payment of accrued interest to the Company, unconditionally.
10.

The Applicant, on becoming a successful allottee in the manner as provided in this Application, shall be liable to pay the total price for the Apartment based on its carpet area detailed as below:



Rate of Apartment per square feet**	
Rate of balcony per square feet	



Breakup of cost per Sq. Ft .	Rs._____ per Sq.Ft.	Rs_____
(i) Basic sale price of Apartment		
(ii) Cost of exclusive balcony		
(iii) Other Charges, if applicable		
TOTAL		

Note : **Statutory Taxes extra as applicable.

Signature of Applicant(s)

11. The Price above includes the Booking Amount paid by the Applicant (successful allottee) to the Company towards the aforesaid Apartment.
12. 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 Company shall be increased or decreased based on such change or modification.
- Provided further that GST is applicable on interest, late fees and penalty on delayed payment. Pursuant to foregoing, interest, late fees and penalty on delayed payment, along with GST applicable thereon will be computed as and when the Applicant (successful allottee) will make such payments to the Company on account of delayed payment. 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).
13. The Company shall periodically intimate, in writing, to the Applicant (successful allottee), the amount payable as stated above and the Applicant (successful allottee) shall make payment demanded by the Company within the time and in the manner specified therein. In addition, the Company shall provide to the Applicant (successful allottee) the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective.
14. The Cost of the Apartment includes recovery of price of land, construction of not only the Apartment but also the common areas, [infrastructure augmentation charges], cost of providing electric wiring, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, any other infrastructure or utility based charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project. Further, Electric meter installation charges, external development charges and taxes, as applicable, shall be payable/recoverable over the above the Total Price, as per applicable laws.
15. The above Price is escalation free, save and except increases which the Applicant (successful allottee) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Company undertakes and agrees that while raising a demand on

Signature of Applicant(s)

the Applicant (successful allottee) for increase in development charges, cost/charges imposed by the competent authorities, the Company shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Applicant (successful allottee), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project for the aforesaid Apartment as per registration with the competent authority, which shall include the extension of the registration, if any, granted to the said Apartment by the competent authority, as per applicable laws, the same shall not be chargeable from the Applicant (successful allottee).

16. There will be no power back up facility in Project. However, if power backup is required to be provided either for lifts or for common areas and facilities, cost of equipment and installation thereof, which forms part of the Total Price.
17. The Applicant has to deposit 5% of the Total Price alongwith the Application. The Applicant (successful allottee(s)) will be required to deposit additional 20% amount of the Total Price at the time of allotment of Apartment. The balance 75% of the Total Price will be payable by the Applicant in 6 (six) equated 6 (six) monthly installments spread over a three- year period, with no interest falling due before the due date for payment (“Payment Plan”). [Any default in payment by the Applicant shall attract an interest of 15% (fifteen percent) per annum, prescribed under the Policy]. The Applicant (successful allottee(s)) shall make all payment only through cheques/demand drafts and any other mode as approved by department issued in favour of [x]. The Applicant (successful allottee(s)) must specify their name, address and Project name on the back side of cheque/demand; draft accepted by the Company and the Company shall be deemed to have accepted such cheue/demand draft, subject to their realization.

Allotment Process

18. Once the applications relating to booking of apartments in the Project, are received by the Company, the same shall be scrutinized. Scrutiny of applications received for allotment of apartments in Project shall be completed by the Company , under the overall monitoring of concerned District Town Planner, Gurgaon (“DTP”). The scrutiny of applications by the joint team of Company and DTP shall be completed within three months from the last date of receipts of applications. Applications found to be ineligible shall be returned within one month of completion of scrutiny by the Company indicating the grounds on which the application has been held to be ineligible alongwith the Booking Amount received from such applicants. No interest shall be paid in such cases.

Signature of Applicant(s)

19. Allotment of apartments in the Project shall be made by way of draw of lots. Date of draw of lots shall be fixed by the Senior Town Planner, Gurugram Circle. After fixation of date for draw of lots, an advertisement shall be issued by the Company informing the Applicants about the details regarding date/time and venue of the draw of lots in the same newspaper in which the original advertisement was issued.
20. The draw for allotment of apartments in the Project shall be held under the supervision of a committee consisting of deputy commissioner or his representative (at least of the cadre of Haryana Civil Services), Senior Town Planner (Gurugram Circle), DTP and the representative of the Company.
21. Only such applications shall be considered for draw of lots which are complete and which fulfill the criteria laid down in the Policy. However, it is possible that some of the application forms have certain minor deficiencies, viz., missing entry on the application form, incorrect /missing line in affidavit, illegible copies of certain documents. Such applications may also be included in the draw of lots. However, in case any of such applications are declared successful in the draw of lots, applicants may be granted an opportunity of removing the shortcomings in their application in all respects within a period of 15 days, failing which their claim shall stand forfeited. The said 15 days period shall start from the date of publication of the list of successful allottees in the newspaper marking those successful applications with minor deficiencies for information and notice of such applicants for removing such deficiencies and submit the same to the concerned DTP. The list of such successful allottees shall also be maintained on the website of the Department.
22. A waiting list for a maximum of 25% of the total available number of apartments in Project available for allotment, shall also be prepared during the draw of lots who can be offered the allotment in case some of the successful allottees are not able to remove the deficiencies in their application within the prescribed period of 15 days. In case of surrender of apartments in Project by any successful applicant, an amount of Rs 25000/- (Rupees Twenty Five Thousand only) + GST as applicable shall be deducted by the Company. Such apartments may be considered by the committee for offer to those applicants failing in the waiting list. However, non-removal of deficiencies by any successful application shall not be considered as surrender of apartment, and no such deduction of Rs 25000/- shall be applicable on such case. If any wait listed candidate does not want to continue in the waiting list, he may seek withdrawal and the Company shall refund the Booking Amount within 30 days, without imposing any penalty. The waiting list shall be maintained for a period of 2 years, after which the Booking Amount shall be refunded back to the waitlisted applicants, without any interest. All non-successful applicants shall be refunded back the Booking Amount within 15 days of holding the draw of lots.

Signature of Applicant(s)

23. If the Applicant (successful allottee) fails to deposit the installments within the time-period in terms of the Payment Plan and as prescribed in the Allotment Letter, a reminder may be issued to him depositing the due installments within a period of 15 days from the date of issue of such notice. If the Applicant (successful allottee) still defaults in making the payment, the list of such defaulters may be published in 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 allotment in relation to the Applicant (successful allottee) may be cancelled. In such case also an amount of Rs. 25,000/- + taxes as applicable (Rupees Twenty-Five Thousand Only) may be deducted by the Company and the balance amount shall be refunded to the Applicant (successful allottee). Such apartments may be considered by the committee for offer to those applicants falling in the waiting list.
24. Once the Apartment is allotted in favour of Applicant (successful allottee), the same cannot be transferred by the Company to any other person by documentation in its records. Such Apartment shall also be prohibited for transfer/sale up to one year after getting the possession by the Applicant (successful allottee). Breach of this condition will attract penalty equivalent to 200% of the Total Price.

The penalty will be deposited in the “Fund” administered by the Town and Country Planning Departments so that the infrastructure of the State can be improved. Failure to deposit such penalty shall result in resumption of the Apartment by the Applicant (successful allottee) and its re-allotment in consultation with the Department.
25. The transfer of the Apartment through execution of irrevocable General Power of Attorney where the consideration amount has been passed to the executor or any one on his behalf will be considered as sale of the property and same will be counted as breach of the Policy. Penal proceedings as per the Policy shall be initiated against the Applicant (successful allottee).
26. Only one two-wheeler parking site shall be earmarked for the Apartment, which shall be allotted only to the Applicant (successful allottee). The parking bay of two-wheelers shall be 0.8m x 2.5m unless otherwise specified in the zoning plan. No car parking shall be allotted to Applicant (successful allottee) in the Project. The balance available parking space, if any, beyond the allocated two-wheeler parking sites, can be earmarked as free-visitor-car-parking space.
27. The Company shall be required to provide the following community sites in the Project, which shall form part of the common areas and facilities:

Signature of Applicant(s)

- a. One built-up community hall of not less than 2000sqft.
 - b. One built-up anganwadi-cum creche of not less than 2000 sqft area.
 - c. No other community sites shall be required to be provided in the Project.
28. Possession of Apartment shall be offered by the Company within a period of four years from the date of approval of 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.
29. Upon receipt of the occupation certificate or part thereof of building blocks in respect of the Project, the Company shall issue a written notice offering the possession of the Apartment ("Possession Notice"), to the Applicant (successful allottee) offering the possession of the Apartment to be taken within three months from the date of above approval in terms of the Agreement. Upon receiving the Possession Notice from the Company, the Applicant (successful allottee) shall take possession of the Apartment from the Company by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement, and the Company shall give possession of the Apartment to the Applicant (successful allottee). In case the Applicant (successful allottee) fails to take possession within the time provided in the Possession Notice, such Applicant (successful allottee) shall continue to be liable to pay maintenance charges and holding charges in terms of the Agreement.
30. The Apartment shall be used only for residential purposes by the Applicant (successful allottee). After handing over of the possession of the Apartment by the Company, by the Applicant (successful allottee) shall himself be responsible for repairs and maintenance thereof. Applicant (successful allottee) shall never make any structural changes in said Apartment. Applicant (successful allottee) shall not add or remove (either in part or whole) any wall or pillar or RCC slab (including if same forms part of said Apartment).
31. The Applicant (successful allottee) shall be entitled only to the area enclosed within the peripheral walls of the Apartment. Applicant (successful allottee) shall not keep any material in the common areas of the Project. Applicant (successful allottee) shall be entitled to use the common areas of the Project along with other allottees for such purposes for which such common areas have been developed.

Signature of Applicant(s)

32. The Applicant (successful allottee) shall bear costs of consumption of electricity and water for his Apartment as well as the proportionate running cost (i.e., electricity, water, manpower & consumables) for providing common services and facilities in the Project with effect from the date of handing over possession of Apartment by the Company.
33. The Company shall maintain the Project for a period of five years from the date of grant of occupancy certificate or part thereof, after which the Project shall stand transferred to the “association of apartment owners” constituted under the Haryana Apartment Ownership Act 1983, for maintenance. The Company shall not be allowed to retain the maintenance of the Project either directly or indirectly (through any of its agencies) after the end of the said five years period. Engaging any agency for such maintenance works shall be at the sole discretion and terms and conditions finalised by the “association of apartment owners” constituted under the Apartment Ownership Act 1983.
34. The Applicant(s) shall have no objection in case the Company creates a charge on the Project land during prior to the execution of the course of development of the Project for raising loan from any bank/financial institution. However, such charge, if created, shall be vacated before handing over possession of the Apartment to the Applicant (successful allottee).
35. The construction/ development of the Apartment/ Project is subject to any event or combination of events or circumstances beyond the reasonable control of the Company 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 Company’s ability to perform including but not limited to the following:
- a. act of God i.e. fire, draught, flood, earthquake, epidemics, natural disasters;
 - b. explosions or accidents, air crashes, act of terrorism;
 - c. strikes or lock outs, industrial disputes;
 - d. non-availability of cement, steel or other construction/raw material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
 - e. war and hostilities of war, riots, bandh, act of terrorism or civil commotion;

Signature of Applicant(s)

- f.

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
- g.

any legislation, order or rule or regulation made or issued by the Governmental Authority or if any Governmental Authority refuses, delays, withholds, denies the grant of necessary approvals/certificates for the Project/Apartment/ building or if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority(ies) becomes subject matter of any suit / writ before a competent court or; for any reason whatsoever;
- h.

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

36. Events of Default:

- (i)

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

The Company fails to provide ready to move in possession of the Apartment to the Applicant(s) (successful allottee) within the time period specified above or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the concerned authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate or part thereof has been issued by the competent authority;

Signature of Applicant(s)

- (b)

Discontinuance of the Company’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.
- (ii)

In case of default by Company under the conditions listed above, Applicant(s) (successful allottee) is entitled to the following:
- (a)

Stop making further payments to Company as demanded by the Company. If the Applicant(s) (successful allottee) stops making payments, the Company 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
- (b)

The Applicant(s) (successful allottee) shall have the option of terminating the allotment of Apartment/Agreement in which case the Company shall be liable to refund the entire money paid by the Applicant(s) (successful allottee) under any head whatsoever towards the purchase of the Apartment, along with interest at the rate of 15% (fifteen percent) per annum, within ninety days of receiving the termination notice:

Provided that where an Applicant(s) (successful allottee) does not intend to withdraw from the Project or terminate the allotment of the Apartment/Agreement, he shall be paid, by the Company, the interest at the rate of 15% (fifteen percent) per annum for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Company to the Applicant(s) (successful allottee) within ninety days of it becoming due.

- (iii)

The Applicant(s) (successful allottee) shall be considered under a condition of default, in the following events:

- (a)

In case the Applicant (successful allottee) fails to make payments for two consecutive demands made by the Company as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Applicant (successful allottee) shall be liable to pay interest equivalent to 15% (fifteen percent) per annum to the Company on the unpaid amount;
- (b)

Dishonor of any cheque(s), including post-dated cheques, given by the Applicant(s) (successful allottee) to the Company, for any reason whatsoever;
- (c)

Failure to execute the Agreement, conveyance deed, maintenance agreement and/or any other document required to be executed by the Company, within such the timelines as stipulated by the Company and in terms of the Agreement/Application;

Signature of Applicant(s)

- (d)

Applicant(s) (successful allottee) fails to take possession of the Apartment, within the time provided herein above;
- (e)

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;
- (f)

Any other breach of a provision under Agreement/Application/ Policy by the Applicant(s) (successful allottee).
- (iv)

In case of an event of default committed by an Applicant(s) (successful allottee) in terms of sub clause (iii) above, the Company will have the following options (exercisable individually or jointly, at the sole discretion of the Company):
- (a)

The Applicant(s) (successful allottee) shall be liable to pay interest at the rate of 15% (fifteen percent) per annum for the period of delay. Subject to the provision for payment of interest, in the event the Applicant (successful allottee), fails to make the payment of any of the installments of the Total Price or any other amounts falling due within the stipulated time, the Company 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 Company may publish the name of the Applicant (successful allottee) in a regional Hindi newspaper in Haryana as a defaulter requiring the payment of the amount due within 15 (fifteen) days from the date of the publication of such notice. Upon the failure of the Applicant (successful allottee) to clear the entire due amount within this additional period of 15 (fifteen) days, the allotment of the Apartment shall stand cancelled without the need for the Company to do or undertake any more steps. In case of such cancellation, the Allottee(s) shall have no lien or claim on the Apartment and the Company will be entitled to sell, convey or transfer the Apartment to any party at its sole discretion. In such an event, the amount received from the Applicant (successful allottee), until the date of cancellation of the allotment of the Apartment by the Company, shall be refunded to the Applicant (successful allottee) after deducting the Booking Amount, interest at the rate of 15% (fifteen percent) per annum on the amount due accruing in favour of the Company in terms of the Application/ Agreement.
- (b)

In case of payment of delayed installement 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.
37.

The Applicant hereby undertakes to inform the Company of any change in his address or in any other particular/information, 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 Company, 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.

Signature of Applicant(s)

38.

The Applicant shall get his / her / their complete address registered with the Company at the time of booking and it shall be his / her / their responsibility to inform the Company in writing by registered AD letter for any change in their mailing or permanent address. If he fails to do so then failing which, all demand notices and letters posted at the first registered address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur therefrom.
39.

In case of joint Applicant(s), the Company 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 Company 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).
40.

That the rights and obligations of the Applicant and the Company under or arising out of this Application shall be construed and enforced in accordance with the applicable laws of India.
41.

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 thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate Act.

Signature

First/sole Applicant

Signature

Second Applicant, if any

Signature of Applicant(s)

SPECIFICATIONSOF APARTMENT IN THE PROJECT
PROPOSED TO BE DEVELOPED

Drawing/Dining Room Floor Ceiling Wall	Vitrified Tiles Flooring Oil Bond Distemper Oil Bond Distemper /Wall Papers
Master Bed Room Floor Ceiling Wall	Vitrified Tiles Flooring Oil Bond Distemper Oil Bond Distemper /Wall Papers
Bed Room Floor Ceiling Wall	Vitrified Tiles Flooring Oil Bond Distemper Oil Bond Distemper /Wall Papers
Kitchen Floor Wall/Ceiling	Vitrified /Ceramic Tiles Oil Bond Distemper
Dado Counter Top Fittings & Fixtures Balconies Floor	Ceramic tiles 600mm above counter Green Marble /Granite ISI makred CP Fittings & Single drain board sink AntiSkid/Matt Finish Ceramic Tiles MS ralling with Enamel Paint Finish
Toilet & Bath Floor Wall Ceiling Fittings & Fixtures	Anti Skid Ceramic Tiles Ceramic Tiles till 4Feet/7 feet high & Oil Bound Distemper Above Grid False Ceiling ISI marked CP Fittings, W.C & Washbasin
Doors & Windows Doors Frame Windows Frame Internal Doors Shutter External Doors Windows	Hard Wood / Red Merani / Mild Steel Aluminium Power Coated / M.S.Sections as per IS Codes Main Door – Both Side Laminated Flush Door & Internal Flush Door with Painted finish on Both Side Aluminium Power Coated /M.S.Sections openable as per IS Codes with Enamel Paint Finish. Aluminium Power Coated /M.S.Sections openable /Fix window as per IS Codes with Paint Finish.
Electrical Wiring Switches/Socket	Cooper Electrical Wiring throught in concealed conduit for light point ISI Marked Swithces & Sockets
Terrace	Brick Bat Koba / Water Proofing Treatment
Structure	EarthQuake Resistant / RCC Framed Structure As per Sesmic Zone
External Development Internal Roads Boundary Wall External Paint	Tremix Concrete Road/ Interlocking Blocks RCC/Brick wall with Plaster & External weather Proof Paint Finish Weather Proof Texture Paint

Signature

First/sole Applicant

Signature of Applicant(s)

Signature

Second Applicant, if any



AFFIDAVIT

I, _____

Son/Wife of _____

Resident of _____, do hereby solemnly

Affirm and declare as under:-

1.

That I have made an application for allotment of a residential apartment in group housing colony proposed to be developed by M/s. JMK holdings Pvt. Ltd. (“Company”) at Sector- 103, Gurugram under Haryana Affordable Housing Policy, 2013 of Government of Haryana bearing Notification No. PF-27/48921 dated 19th August, 2013 ("Policy").
2.

That I have not made any other application for allotment of apartment in aforesaid colony.
3.

That I have read the aforesaid Policy, which has been provided by the Company and is also available on the website of Directorate of Town and Country Planning, Haryana and undertake to remain bound by the same.
4.

That I or my spouse or my dependent children do/ do not* own any apartment/ plot in any HUDA developed colony/ sector or any licensed colony in any of the Urban areas in Haryana, UT of Chandigarh and NCT Delhi.
5.

That I or my spouse or my dependent Children have/have not* made any application for allotment of apartment in any other colony under aforesaid Policy. Details of my application, if made, are as follows:-

Person in whose name application has been made:

Name of affordable group housing colony:

Location of affordable group housing colony:

Name and address ofthe Company:
6.

That in case I or my spouse or my dependent children are successful in more than one affordable group housing colony,

I will have choice of retaining only one apartment.

Deponent

*Strike out whichever is not applicable.

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

Verified at _____ on this _____day of _____, 2017

Deponent

On stamp paper of requisite amount affirmed before notary office.

Signature of Applicant(s)

Application Form Serial No.

ACKNOWLEDGEMENT - OFFICE COPY

Received an application from Shri _____

Son of Shri _____

For allotment of a residential apartment in Group Housing Colony proposed to be developed by M/s. JMK holdings Pvt. Ltd. at Sector 103, Gurugram, Haryana under Affordable Housing Policy, 2013 of Government of Haryana alongwith booking amount of Rs. _____

(Rupees _____ only)

vide Cheque/ demand draft No. _____ drawn on _____

Towards booking amount subject to the terms and conditions attached with said application.

Receipt of Cheque/Demand draft is subject to realization.

Date..... Authorized Signatory

Application Form Serial No.

ACKNOWLEDGEMENT - CUSTOMER COPY

Received an application from Shri _____

Son of Shri _____

For allotment of a residential apartment in Group Housing Colony proposed to be developed by M/s. JMK holdings Pvt. Ltd. at Sector 103, Gurugram, Haryana under Affordable Housing Policy, 2013 of Government of Haryana alongwith booking amount of Rs. _____

(Rupees _____ only)

vide Cheque/ demand draft No. _____ drawn on _____

Towards booking amount subject to the terms and conditions attached with said application.

Receipt of Cheque/Demand draft is subject to realization.

Date..... Authorized Signatory

Signature of Applicant(s)



***SOME OF OUR
HAPPY CUSTOMERS***

