



VEDMAAN GROUP



दीन दयाल जन
आवास योजना



CELLULAR

SOUTH CITY - 2

Sector - 37, Jhajjar, Haryana

**SOUTH CITY
02**

PROJECT DETAILS:

Promoter: "CELLULAR" | Under License : "CELLULAR CONSULTANTS PRIVATE LIMITED"

Land: 10.68125 Acre | Number of Plots: 210 | Size of Plots: 90 to 180 Sq Yards

License Number: 98 of 2024 | HRERA Number: HRERA-PKL-JJR-637-2024 Dated 06.11.2024

Picture for reference only

HRERA REGISTRATION No. HRERA-PKL-JJR-637-2024 Dated 06.11.2024
APPLICATION FOR ALLOTMENT OF RESIDENTIAL PLOTS
UNDER DEEN DAYAL JAN AWAS YOJNA

Application No.

Date ____/____/____

To

M/s Cellular Consultants Private Limited

Corp. Office: 222-223, 2nd Floor,
Star Tower, Sector-30, Gurugram,
Haryana - 122001

Dear Sir

I/We request that I/We may be provisionally allotted Residential Plot Nohaving Area of.....Sqyds ("Plot") as per Deen Dayal Jan Awas Yojna Affordable Plotted Housing Policy 2016 notified by Government of Haryana vide Notification No. PF27A/2700 dated 08.02.2016 and any amendments thereto ("Policy") which is part of the Residential Colony / Project "**SOUTH CITY-2**" over an area measuring 10.68125 Acres located in the revenue estate of Sector-37, Jhajjar, Haryana-124003, Tehsil and district Jhajjar, Haryana, India ("Project") developed under License No 98 of 2024 date 25.07.2024 endorsed in favour of M/s Cellular Consultants Private Limited vide Endst. No. LC-5201/JE(RK)/2024/23361 dated 25.07.2024 under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 and rules framed thereunder.

A sum of (INR) _____ (Rupees _____) only has been tendered along with this Application as part of booking amount for the Plot vide Cheque/Banker's Cheque bearing no(s) _____ Dated _____ Drawn on Bank _____ payable at branch _____ or through electronic transfer vide NEFT/RTGS/UTR No. _____

Sole/First Applicant

Second Applicant, if any

I/We agree to make timely payment of all the instalments of the Total Consideration along with Taxes (as mentioned in 'Schedule-III' hereinafter) and other charges, as per the Payment Plan (as mentioned in 'Schedule-IV' hereinafter) that I/we have opted for, and which has been duly explained in detail to me/us by Licensee Company to my/our satisfaction and I/we confirm having fully understood the same. I/we hereby agree and undertake to have fully understood the legal effect and implication of all the terms and conditions stated hereinafter and confirm to have made this Application based on my/our independent analysis and judgement regarding the same. The applicant (s) acknowledges that he/she is aware of the option of reading the Draft Agreement before making this Application Form. The Applicant confirms having understood that since the Project is proposed to be developed in a phase-wise manner certain facilities and services might be available in accordance with the phase-wise construction of the Project and shall be available as the development progresses.

I/we have applied with full knowledge and understanding of all the laws, notifications and rules as are applicable to the State of Haryana and the area in general and the Project in particular, which also have been duly explained by the Licensee Company and understood by the Applicant. My/our particulars as stated are mentioned in 'Schedule-I'. I/we have attached herewith the documents required to be submitted, as mentioned in 'Schedule-II'. All communications sent by the Licensee Company on the E-mail address provided by the Applicant herein shall be deemed to have been duly served.

CHANNEL PARTNER'S REAL ESTATE AGENT'S

NAME & ADDRESS (As registered with Haryana Real Estate Regulatory Authority):

Phone No.:

Email ID:

Channel Partner's/Real Estate Agent's Seal and Signature:

Sole/First Applicant

Second Applicant, if any

DECLARATION:

I/we have fully read and understood the above-mentioned terms and conditions which shall be comprehensively elucidated in the Agreement. The Licensee Company has readily provide all explanations and clarifications to me/us as sought by me/us and after giving careful consideration to all facts, terms and conditions;

I/we have now signed this Application Form and paid the part booking amount after being fully aware and conscious of my/our duties, liabilities and obligations. I/we further undertake and assure the Licensee Company that in the event of rejection of the Application, I/we shall have no right, interest or lien on the said plot, if any and in such and event, I/we shall solely be liable or the Channel Partner/ Real Estate Agent, if any, through whom this Application and/or booking of the Plot has been made by me/us.

I/we hereby confirm and agree that the Licensee Company shall be liable and responsible only for and in relation to the written communication through its authorized personnel and Licensee Company, its officials and authorised representatives shall in no manner be liable and bound by any communication in any form exchanged between the Applicant and any Channel Partner, real estate agent and/or any third parties and/or any agreement or understanding arrived at with the aforesaid persons. I/we hereby confirm that I/we are applying for allotment of the above Plot to augment my/our investments as an investor(s).

I/we hereby confirm and agree that I/we shall be liable and responsible to sign a separate maintenance agreement with the Licensee Company and will be bound to abide by the rules ad regulations of signed maintenance agreement.

Sole/First Applicant

Second Applicant, if any

SCHEDULE-I

Particulars of the Applicant(s)

My/our particulars are given below for your reference and record:

1. Sole or First Applicant

| | | | | | | | | | | | | | | | |
|----------------------|----------------------|--------------------------|----------------------|--------------------------|----------------------|--------------------------|-------------------------|--------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Name Mr./Ms./M/s. | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Son/Wife/Daughter of | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Nationality | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Date of Birth | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Business/Profession | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Residential Status | Resident | <input type="checkbox"/> | Non Resident | <input type="checkbox"/> | Foreign National | <input type="checkbox"/> | Person of Indian Origin | <input type="checkbox"/> | | | | | | | |

(Photocopy of UID/ Aadhaar & Pan Card to be Attached)

[illegible]

DECLARATION: I/we, the Applicant/s, hereby affirm and declare that the above particulars/information is/are true and correct and nothing has been concealed there from. I/we confirm that in case any of the information and details given by me/us in this Application or otherwise is incomplete or is found incorrect or false or misleading at any stage, the Licensee Company shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if done and/or terminate/cancel the Agreement, if executed without any liabilities and penalties.

Sole/First Applicant

Second Applicant, if any



SCHEDULE-II

DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM;

It is mandatory to affix recent passport size COLOR photograph of all the Applicant(s) in designated places in the Application.

Documents to be submitted:

Resident of India

- Copy of self attested PAN Card.
- Copy of self attested Aadhaar Card.
- Photograph.
- Current Address Proof.
- Permanent Residential Address.
- Identity Proof (Copy of Passport, Election Card, Driving License, or any other Govt. Id).
- Proof of Citizenship.
- Any other documentation/certificate as may be require by the Licensee Company.

Sole/First Applicant

Second Applicant, if any

SCHEDULE-III

PRICE AND PAYMENT SCHEDULE

Total Price Payable:

| 1 | Cost of the Plot: | Amount (in Rs.) |
|---|--|-----------------|
| | Basic Sale Price (BSP) of the Plot | |
| | PLC Charges (if any) | |
| 2 | Other Charges: | |
| | Maintenance related charges/security/malba fees to be paid before possession of the Plot | |
| | <ul style="list-style-type: none"> Interest Free maintenance Security ("IFMS") Rupees 25000/- The Indicative maintenance charges are @Rs. 15/- per month per sq. yard of the Plot area. Also, 36 months advance maintenance charges has to be paid in advance at the time of agreement of plot. Rupees 10000/- of Malba fees which is refundable on occupation. Applicable taxes on all above charges to be paid additionally. Registration Cost of Builder Buyer Agreement & other Documents to be paid additionally | |
| 3 | Total Price (1+2) | |

Note:

- Stamp Duty & Registration charges extra
- Any Government Charges for any Service Connection including Electricity, Water Meter Charges etc shall be paid separately by the Applicant

Sole/First Applicant

Second Applicant, if any

SCHEDULE-IV

PRICE AND PAYMENT SCHEDULE

PREFERENTIAL LOCATION CHARGES (*PLC)

| | | | |
|----|---|------------|---------------------|
| 1. | Park Facing / Adjoining Park | 10% of BSP | 1 st PLC |
| 2. | Corner Plot / Two Side | 10% of BSP | 2 nd PLC |
| 3. | Park Facing / Adjoining Park+Corner Plot / Two Side | 15% of BSP | 3 rd PLC |

Possession Based Plan ☐

Development Linked Plan ☐

| PLAN 1 : POSSESSION BASED PLAN | |
|---|---|
| Particulars | Amount(in%) to be received |
| At the time of Booking | 10% of BSP |
| Within 01 month of Booking | 25% of BSP+PLC Charges (if any) |
| Within 03 month of Booking | 25% of BSP + 50% of (IFMS+Maintenance& Other Charges) |
| Within 06 month of Booking | 25% of BSP |
| On Offer of Possession | 15% of BSP+Balance 50% of (IFMS+Maintenance & Other Charges) |
| PLAN 2 : DEVELOPMENT LINKED PAYMENT PLAN | |
| Particulars | Amount (in%) to be received |
| 1. At the time of Booking | 10% of BSP |
| 2. Within one month of booking | 20% of BSP |
| 3. On Commencement of work at site | 10% of BSP + PLC (if any)+ 50% of other charges as per schedule 3 |
| 4. On Commencement of Gate Work of Site | 10 % of BSP |
| 5. On Commencement of Sewerage/Storm line work around the allotted plot | 10% of BSP |
| 6. On Commencement of Water supply line work around the allotted plot | 10% of BSP |
| 7. On Commencement of Electricity line work around the allotted plot | 15% of BSP |
| 8. Road (up to WBM Level) in front of the allotted Plot | 10% of BSP |
| 9. On offer of Possession | 05% of BSP + Balance 50% other charges as per schedule 3 |

Note: Stamp Duty & registration charges extra

Sole/First Applicant

Second Applicant, if any

GENERAL TERMS & CONDITIONS FOR BOOKING OF A RESIDENTIAL PLOT/(HEREINAFTER REFERRED TO AS "PLOT") IN **"SOUTH CITY-2"** PROJECT DEVELOPED BY M/s CELLULAR CONSULTANTS PRIVATE LIMITED SITUATED AT SITE OFFICE PLOT NO. 72-73, SOUTH CITY - 2, SECTOR-37, JHAJJAR, HARYANA-124103.

1. That the intending Applicant has applied for allotment of a Plot in a Plotted Colony known as **"SOUTH CITY-2"** situated at Sector-37, Jhajjar, Haryana-124103 (here in after referred to as the "Project") being developed by M/S CELLULAR CONSULTANTS PRIVATE LIMITED (here in after referred to as the "Developer" and/or the licensee Company).
2. That the Developer is a licence holder of 10.68125 Acres (License no. 98 of 2024) of land and have obtained necessary licenses, plans, approvals and permissions for the development from the Director, Town & Country Planning, Haryana, Chandigarh (DTCP) for development of the project.
3. The applicant has full knowledge of laws, notifications, rules as applicable to this area and has fully satisfied himself about the interest, rights and title of the Licensee Company in the land where the project is proposed to be developed.
4. The applicant understands and agrees that after the completion certificate/part completion (as the case may be) is granted by the competent authority, the Licensee Company shall confirm the area of the Plot/ and in the event of reduction in the area of the Plot/the Licensee Company shall refund the excess amounts paid by him within 90(ninety) days from the date when such excess amount was paid by him. He further agrees that in the event of any increase in the area of the Plot, which shall not be more than 05% (five Percent) of the area of the plot as mentioned in the Application, the Licensee 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 land in the name of the Licensee Company in the Project where the plot is located. Further, the Applicant has examined and is satisfied with the nature of rights, titled and interest of the Licensee Company in the project, which is being developed by the Licensee 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 DTCP and/or by any other competent authorities in this regard to the Licensee Company.
6. The Applicant has inspected the site where the Plot is proposed to be allotted. The Applicant has not merely rely or be influenced by any architect's plan, sales plan, sales brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Licensee Company and has made his personal judgment prior to booking the Plot.

Sole/First Applicant

Second Applicant, if any

7. The Applicant shall before taking the possession of the Plot, clear all the dues towards the Plot and have the conveyance deed for plot executed before the concerned sub registrar office in his favour by the Licensee Company after paying applicable stamp duty, registration fee and other charges/expenses. Decision of the Licensee Company shall be final in this regard.
8. The Applicant undertakes to abide by all applicable laws, bye laws, rules and regulations including the Real Estate Regulations and Development Act 2016 ("RERA Act") and the rules framed thereunder.
9. The Applicant may avail loans from financial institutions to finance the plot. However, if a particular financing institution or bank refuses to extend financial assistance on any ground, the Applicant shall not make such refusal an excuse for non-payment of further instalments/ dues. In case there is delay in processing the loan in favour of the Applicant due to any reason what-so-ever and consequently payments of instalments are delayed by the Applicant to the Licensee Company the Applicant agrees and accepts to make the payment of accrued interest to the Licensee Company, unconditionally or the company can cancel the plot and forfeit the booking amount of 10% on its own discretion.
10. The Applicant, on becoming an allottee in the manner as provided in this Application, shall be liable to pay the "Total Price" for the Plot based on its area as per attached Payment Plan towards the total cost of Plot Rupees only ("Total Price")
11. The Total Price above includes the Booking Amount paid by the Applicant to the Licensee Company towards the aforesaid Plot.
12. At the outset, it is clarified by the Licensee Company that after allotment of the Plot in favour of the applicant, all retrospective/prospective fees/taxes/charges/demands, etc., if any, charged/demanded/paid by Licensee Company by virtue of any order/circular etc. by the Government or Court, it shall be fully recoverable from the Applicant/Allottee on actual basis. Further, 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/Allottee to the Licensee 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 will make such payments to the Licensee Company on account of delayed payment. The Licensee Company shall periodically intimate, in writing, to the Applicant, the amount payable as stated above, and the Applicant, shall make payment demanded by the Licensee Company within the time and in the manner specified therein. In addition, the Licensee Company shall provide to the Applicant, 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.

Sole/First Applicant

Second Applicant, if any

13. The Total Price of the Plot includes recovery of price of land and other charges as described by the Licensee Company in Schedule I of this Application. Any additional payment made by the Licensee Company over and above the same shall be attributed to the Applicant and recoverable from him as part of the Total Price.
14. The Total Price is escalation free, save and except increases which the Applicant 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 Licensee Company undertakes and agrees that while raising a demand on the Applicant for increase in development charges, cost/charges imposed by the competent authorities, the Licensee Company shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Applicant 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 Plot/as per registration with the competent authority, which shall include the extension of the registration, if any, granted to the said Plot/by the competent authority, as per applicable laws, the same shall not be chargeable from the Applicant.
15. The Applicant has to deposit payment of the Total Price which includes amount paid along with the Application as per the agreed payment plan. Any default in payment by the Applicant shall attract an interest @10% or MCLR (Marginal Cost of Lending Rate) +2% or as may be defined in HRERA rules from time to time computed on and from the due date or prescribed under the policy. The Applicant(s) shall make all payment only through cheques/demand drafts and any other mode as approved by department issued in favour of company. The Applicant must specify their name, address and project name on the backside of cheque/demand draft accepted by the Licensee Company and the Licensee Company shall be deemed to have accepted such cheque/demand draft, subject to their realization.
16. Subject to Force Majeure circumstances, receipt of Completion Certificate/ Part Completion Certificate and Allottee having timely complied with all its obligations, formalities or documentation, as prescribed by the Licensee Company in terms of this Application Form, Allotment Letter or Agreement and not being in default under any part hereof including but not limited to the timely payment of installments as per the Payment Plan, stamp duty and registration charges, the Licensee Company shall offer possession of the Said Plot to the Allottee by July 2029. Upon receipt of the Part Completion Certificate in respect of the Plot, the company shall issue a written notice offering the possession of the Plot ("Possession Notice"), to the Applicant to be taken within three months from the date of above approval in terms of the Agreement. Upon receiving the Possession Notice from the Licensee Company, the Applicant shall take possession of Plot/from the Licensee Company by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement, and the Licensee Company shall give possession of the Plot to the Applicant. In case the Applicant fails to take possession within the time provided in the Possession Notice, such Applicant continues to be liable to pay maintenance charges and holding charges in terms of the Agreement.

Sole/First Applicant

Second Applicant, if any

17. The Licensee Company reserve its right to immediately terminate or suspend the allotment of unit with/ without any advance notice, if the allottee is found to be involved in or participating in violation of the Anti-money Laundering Laws (laws pertaining to the prevention of money laundering, and the rules/ regulations thereunder and guideline issued by competent Government Authority).
18. The Plot shall be used only for residential purpose by the Applicant after handing over the possession of the Plot by the Licensee Company, the Applicant shall himself be responsible for construction of his house thereof as per the applicable laws and approved norms from the appropriate authority. Applicant shall never make any changes in said plot and common area without prior permission of the appropriate authority.
19. The Applicant shall be entitled only to the area of Plot. Applicant shall not keep any material in the common areas of the Project except as per the applicable laws in this regard. Applicant shall be entitled to use the common areas of the project along with other allottees for such purpose for which such common areas have been developed.
20. The Applicant shall have no objection in case the Licensee Company creates a charge on the Project land during/prior to the execution of the course of development of the project by raising loan from any bank/financial institution. In the event any loan facility has been availed by the Allottee, the Conveyance Deed shall be executed only upon receipt of the no-objection certificate from such bank/financial institution/entity.
21. All payments are to be made by A/c payee Cheque/Banker's Cheque/Pay order/ Demand Draft payable at Gurugram only or through electronic transfer mode (as permissible under applicable law) drawn in favour of/to the account of "M/S CELLULAR CONSULTANTS PRIVATE LIMITED". The Application would be considered for provisional allotment subject to realization of the booking amount. The date of clearing of the instrument / receipt through permissible electronic transfer mode shall be deemed to be the date of payment. Bank charge for outstation cheques shall be to the Applicant's account and credit shall be granted from the date of actual receipt of funds.
22. The Allotment shall be valid only subject to clearance of amounts tendered by the Applicant/Allottee and subject to future payments on time. Upon issuance of the Allotment Letter, the Applicant shall be liable to pay the agreed consideration value and the other charges as specified in Schedule of Payment together with the applicable government taxes and levies as per the Schedule of Payments specified in 'Schedule-II' hereunder, time being of all essence.

Sole/First Applicant

Second Applicant, if any

23. The Applicant shall, in relation to the Plot (so allotted), make all payments to the Licensee Company from his own bank account only and not from and through the bank accounts of any third party. The Applicant alone shall be responsible and liable in relation to the payments made by any third party. Notwithstanding the aforesaid, the receipts for the payments made in relation to the plot (so allotted) shall be issued in favour of the Allottee only. Payments from sources other than the Applicants (s) ("Third Party") is/are to be accompanied with requisite no objection certificate(s) as per the approved format of the Licensee Company failing which the Licensee Company may in its sole discretion reject the same and return directly to said Third Party.
24. If Allotment of the said plot is cancelled either by the Applicant or by the Licensee Company, the Allottee shall cease to have any claim against /upon the said plot and/or against the Licensee Company (except for their fund as stated herein) and the Licensee Company shall be free to deal with the said plot in any manner whatsoever without any further reference / intimation to the Applicant.
25. Please further note that the Agreement shall contain detailed terms and conditions of the sale of the Plot in favour of the Applicant/Allottee. Further, in the event of any contradiction between terms of either of the documents, the terms and conditions embodied in the Agreement for sale shall prevail.
26. The Payment of the refund amounts shall be subject to and after deducting thereon tax at source and/or other applicable government levies and taxes. For sake of clarity, the interest and/or taxes paid on the consideration Value shall not be refunded upon such cancellation/termination. In the event, the amount paid by the Applicant /Allottee towards Consideration value is less than the earnest money, the Applicant /Allottee shall be liable to pay to the Licensee Company the deficit amount. The payment of refund amount shall be made within a period of 90 (ninety) days from the date on which such refund becomes due, all as per the applicable Law.
27. The Applicant/Allottee understands and agrees that until the conveyance deed is executed, it shall not have any right to nominate/endorse/ transfer/assign his allotment rights in favour of any other person. Notwithstanding the above restriction, the company may at its sole discretion permit such nominate/endorsement/assignment/ transfer of his allotment rights in favour of a nominee of the Allottee, on a case to case basis, subject always to payment of the administrative charges and/or transfer charges in accordance with the Licensee Company's policy from time to time as well as the execution of appropriate collateral documentation by the Applicant/Allottee and the proposed nominee(s)/ assignee(s)/ Transferee(s)/ endorsee(s), to the complete satisfaction of the Licensee Company and in the format finalized by the Licensee Company.
28. Taxation particular of M/s CELLULAR CONSULTANTS PRIVATE LIMITED are as follows:
 - (i) PAN No.: AAACC3821E
 - (ii) GST No.:

Sole/First Applicant

Second Applicant, if any

29. The development of the Project is subjected to any event or combination of events or circumstances beyond the reasonable control of the Licensee 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 Licensee Company's ability to perform including but not limited to the following:
- Act of God i.e., fire, drought, flood, earthquake, epidemics, natural disasters;
 - pandemic/epidemic;
 - explosions or accidents, air crashes, act or terrorism;
 - strikes of lock outs, industrial disputes;
 - non-availability of cement, steel or other construction/raw material due to strikes(s) of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
 - war and hostilities of war, riots, band, act of terrorism or civil commotion;
 - 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
 - any legislation, order or rule or regulation made or issued by the Governmental Authority or if any Governmental Authority refuses, delays, withholds, denies that grant of necessary approvals /certificates for the Project/Plot/Building or if any matters, issues relating to such approvals, Permissions, notices, notifications by the Governmental Authority(s) becomes subject matter of any suit/write before a competent court or, for any reason whatsoever;
 - Any event or circumstances analogous to the foregoing. ("Force Majeure Events").

The Applicant agrees and confirms that, in the event it becomes impossible for the Licensee 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 the entire amount received by the Licensee Company from the Applicant within ninety days. The Licensee Company shall intimate the Applicant about such termination at least thirty days prior to such termination. After refund of the money paid by the Applicant, the Applicant agrees that he/she shall not have any rights, claims etc. against the Licensee Company and that the Licensee Company shall be released and discharge from all its obligations and liabilities.

30. Event of Default:

- Subject to the Force Majeure Events, Court orders, Government policy/Guidelines, decisions the Licensee Company shall be considered under a condition of default, in the following events:
 - The Licensee Company fails to provide the Plot to the Applicant(s) 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 within concerned authority;
 - Discontinuance of the Licensee Company's business as a Developer on account of suspension or revocation of his registration under the provisions of the RERA Act or the rules or regulations made thereunder.

Sole/First Applicant

Second Applicant, if any

- (ii) In case of default by Licensee Company under the conditions listed above, Applicant(s) is entitled to the reliefs as provided under RERA Act or the rule or regulations made there under.
- (iii) The Applicant(s) shall be considered under a condition of default in the conditions including but not limited to the following events:
- In case the applicant fails to make payments for any demand made by the Licensee Company, despite having been issued notice in that regard the Applicant shall be liable to pay MCLR+2% per annum to the Licensee Company on the unpaid amount;
 - Dishonour of any cheque(s), including post-dated cheques, given by the Applicant(s) to the Licensee Company, for any reason whatsoever;
 - Failure to execute the Agreement, conveyance deed, maintenance agreement and/or any other document by the Licensee Company, within such timelines as stipulated by the Licensee Company and in terms of the Agreement/Application;
 - Applicant(s) fails to take possession of the Plot/within the time provided herein above;
 - Failure to pay any taxes and other charges including stamp duty, legal charges, registration charges, in terms of the Agreement/Application;
 - Any other breach of a provision under Agreement/Application/ Policy by the Applicant(s)
- (iv) In case of an event of default committed by an Applicant(s) in terms of sub Clause (iii) Above, the company options (exercisable individually or jointly), at the sole discretion of the Licensee Company :
- The Applicant(s) shall be liable to pay interest at the rate of 10% or SBI MCLR+2% per annum for the period provision for payment of interest, in the event the Applicant fails to make the payment of any of the instalments or any other amounts falling due within the stipulated time, the Licensee Company may issue a notice to the payment of the due amount within a period of 15 (fifteen) days from the date of issue of such notice. If the Applicant still defaults in making payment of the amount due along with interest within the period of said 15 (fifteen) days. Upon the failure of the Applicant to clear the entire due amount within this additional period of 15 (fifteen) days, the allotment of the plot shall be deemed cancelled without the need for the Licensee Company to do or undertake any more steps. In case of such cancellation, the Allottee shall have no lien or claim on the Plot, the company will be entitled to sell, convey or transfer the Plot/to any one at its sole discretion. In such and event, the amount received from the Applicant until the date of cancellation of the allotment Plot/by the Licensee Company, shall be refunded to the Applicant after deducting/ forfeiting the Earnest Money, in terms of the Application/Agreement.
 - In case of payment of delayed instalment as per the payment plan, the payment so made by the Applicant shall first be adjusted towards interest accrued on previous outstanding amounts and only thereafter the balance payment shall be adjusted towards current outstanding amounts.

Sole/First Applicant

Second Applicant, if any

31. The Applicant hereby undertakes to inform the Licensee Company of any change in his address or in any other particular/information, above, in writing, failing which the particulars available in the Application shall be deemed to be correct and all the letters or of communications sent at the record address by the Licensee Company, shall be deemed to have been received by me/us and shall not be subjected to any dispute of any nature. In case of any default in communication due to incorrect information the Applicant(s) shall be liable to bear all the cost and expenses.
32. The Applicant shall get his complete address registered with the Licensee Company at the time of booking and it shall be his responsibility to inform the Licensee Company in writing by registered post AD for any change in his mailing or permanent address, failing which, all demand notices and letters posted at the first registered address will be deemed to have received by him at the time when those should ordinary reach at such address and he shall be responsible for any default in payment and other consequences that might occur there from.
33. In case of joint Applicant(s), the Licensee Company shall send all letters/notices and communications to the sole/first Applicant at his given registered address in the Application form through registered/speed post or through courier. All such letters/notices/communication to the sole/first Applicant Shall be deemed to have been duly received be all Applicants within 5 days from the date of dispatch. Licensee Company shall not be liable to send separate communication, letters/notices to the second applicant(s) or to Applicant (other than the first Applicant).
34. That the rights and obligations of the Applicant and the Licensee Company under or arising out of this Application shall be constructed/enforced in accordance with the applicable laws of India.
35. 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 Haryana Real Estate Regulatory Authority Act.

Sole/First Applicant

Second Applicant, if any



Cellular in association with Vedmaan Group

Site Office :- Plot No. 72 & 73, South City - 2,
Sector-37, Jhajjar, Haryana-124103



HRERA-PKL-JJR-637-2024