#### APPLICATION FORM

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I/We reques					
	t that I/We may be considered ("Plot") in your project 'Gard	for allotment of a den 28 Pataudi'	residential plot, as more being developed on lan	e fully descri d admeasuri	bed in Perform
Dear Sir,					
PATAUDI'	' SITUATED AT VILLAC AM, HARYANA.	GE PATAUDI,	SECTOR 4, TEHSI	L PATAUI	OI, DISTRICT
ADDI ICAT	TION FOR ALLOTMENT (	OF A DESIDEN	TIAL DLOT IN THE	PPOIFCT	"CARDEN 2
	Opp. Airforce School Distt. Gurugram Hayarr	na			
Corpoffice A	Add: Sheetla Tower, Ground F Old Delhi Gurugram Ro				
Address:	H. No 248, Sector-5 Gurugram, Haryana				
Pro	ANSHU GARG (DEVELC ject Name - Garden 28 Pa				
To,					
			— PHO'	ro	РНОТО
Date. Mobile No. E-Mail			nuo.		211000

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Wow Finansiiu GARG Garden 28, Pataudi

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I/We understand that the submission of this signed application form and payment by me/us of the booking amount/ token advances shall not constitute a right to allotment of the Plot and nor shall it create or result in any obligations on the Developer towards me/us. I/We agree and note that the allotment of the Plot is entirely at the sole discretion of the Developer and the Developer has the right to reject my / our application without assigning any reasons thereof and return the booking amounts/ token advances without interest.

I/We agree to pay future instalments of the Total Price of the Plot as per terms and conditions of the allotment herein contained, and as per the Payment Plan annexed hereto. I / We have read and understood the terms and conditions of the allotment and agree to abide by the same. I/We also agree to execute the standard Agreement for Sale containing detailed terms & conditions and other subsequent agreements as and when called upon by the Developer.

I/We agree that the acceptance of my/our application does not entitle me/us to any right in the Plot until the Agreement for Sale is executed and all payments towards Total Price, in full, have been paid by me/us on or before the due dates. This Application does not constitute an agreement to sell.

#### PERFORMA

#### My/Our particulars are given below:

#### 1. FOR SOLE OR FIRST APPLICANT

FIRST APPLICANT NAME:			
FATHER'S / HUSBAND'S NAME:			
DATE OF BIRTH (IN DD/MM/YY):			
NATIONALITY:			
PROFESSION / OCCUPATION:			
PERMANENT ADDRESS:			
CORRESPONDENCE ADDRESS:			
TELEPHONE NOS.:	RESIDENCE	MOBILE	
EMAIL ADDRESS:			
MARITAL STATUS	MARRIED	SINGLE	
RESIDENT STATUS	RESIDENT	NON RESIDENT	
AADHAR NO			
PAN [Attach Form 60 or 61, as the case may be, if PAN is not available]			

#### 2. CO- APPLICANT

FIRST APPLICANT NAME:		
FATHER'S / HUSBAND'S NAME:		
DATE OF BIRTH (IN DD/MM/YY):		
NATIONALITY:		
PROFESSION /	TOWN THE WINDS	
OCCUPATION:		
PERMANENT ADDRESS:		
CORRESPONDENCE		
ADDRESS:		
TELEPHONE NOS.:	RESIDENCE	MOBILE
EMAIL ADDRESS:		
MARITAL STATUS	MARRIED	SINGLE
RESIDENT STATUS	RESIDENT	NON RESIDENT
AADHAR NO		
PAN [Attach Form 60 or 61,		
as the case may be, if PAN is not available]		

#### 3. COMPANIES / FIRMS / SOCIETIES / TRUST / OTHERS

NAME OF COMPANY/				
FIRM/ SOCIETY/ TRUST:				
CIN/REGISTRATION NO:				
PAN NO:				
REGISTERED OFFICE ADDRESS:				
CORRESPONDENCE ADDRESS:				
TELEPHONE NOS.:	RESIDENCE		MOBILE	
EMAIL ADDRESS:				
NAME OF AUTHORISED SIGNATORY:		AADHAAR NO AUTHORISED SIGNATORY		
ADDRESS OF THE OF AUTHORISED SIGNATORY:				

#### DOCUMENTS TO BE SUBMITTED ALONG WITH THE BOOKING APPLICATION FORM

#### Resident of India:

- · Copy of PAN Card.
- · Photographs in all cases.
- · Copy of Aadhar Card

#### Partnership Firm:

- · Copy of PAN card of the partnership firm.
- · Copy of partnership deed.
- In case of one of the partners has signed the documents, an authority letter from the other partners authorizing the said person to act on behalf of the firm.
- · Copy of Aadhar Card of Partners
- GST Registration

#### Hindu Undivided Family (HUF):

- Copy of PAN card of HUF.
- Authority letter from all co-parcenor's of HUF authorizing the Karta to act on behalf of HUF.
- · Copy of Aadhar Card

#### Private Limited & Limited Company:

- · Copy of PAN card of the company.
- Articles of Association ("AOA") &
  Memorandum of Association ("MOA")
  Duly signed by the Company Secretary
  of the Company
- Board resolution authorizing the signatory of the Application form to buy property On behalf of the company.
- · GST Registration

#### NRI/Person of Indian Origin:

- Copy of the individual's passport/ PIO Card.
- Certificate by Indian Embassy of Country of residence.
- In case of demand draft ("DD"), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO/FCNR account of the allotee
- In case of a cheque, all payments should be received from the NRE/NRO/FCNR account of the customer

PAYMENT PLAN OPTED ( $$ ) Tick whatever Plan is applicable			
1. Down payment plan	(	)	
2. Construction linked plan (CLP) or Development Linked Plan	(	)	

## 1. Down Payment Plan

S.no.	Installment	Percentage of total consideration	Amount (in Rs.)	Due Date	Balance Payable (in Rs.)
1.	On Booking	10%			
2.	After 30 Days of Execution of BBA	60%			
3.	On Possession	30%			
	Total Payable				

## 2. Construction Linked Plan (CLP) or Development linked payment plan

S. No	Stage of Payment	Percentage
1	At the time of Booking	
2	Within 15 days from the date of Execution of Builder Buyer Agreement	15%
3	Within 15 Days from the date of commencement of Boundary Wall work and Backfilling and site levelling work	10%
4	Within 15 days from commencement of sewer line, storm water drainage and rain water harvesting and water line	15%
5	Within 15 days from commencement of roads up to WBM level	
6	Within 15 days from commencement of STP/ UGT work	
7	Within 15 days from commencement of electric laying of cables and erection of street lights ,	
8	Within 15 days from commencement of landscaping and development of green area and Electric Sub Station and completion road work up to final finish top layer level	10%
9	Within 21 days from the date of Offer of Possession (Stamp duty, registration charges, Legal fee, and other miscellaneous expenses/fee etc.)	10%

## All Payments Regarding the Allotted Plot will be received in the under said Bank Account of Developer only and by Cheque / Demand Draft / Pay order / RTGS / IMPS/ NEFT only.

Payment in favour of	HIMANSHU GARG A/C GARDEN 28 PATAUDI
Bank Name	ICICI Bank Ltd.
Bank Branch	SCF-94, Huda Market, Sec-14, Gurugram, Haryana
Account Number	589705000013
IFSC Code	ICIC0005897
MICR Code	122229014

Garden 28, Pataudi

### 1. Mode of Booking

1.	Direct/Agent	
2.	Real estate agent RERA Reg. No	

#### DETAILS OF THE PLOT OPTED FOR (TENTATIVE) & TOTAL PRICE

PLOT NO.		PRICE PAYABLE (In Rs.)
BLOCK NO.		
PLOT AREA (IN SQ. YDS.)	*	
PLOT AREA (IN SQ. MTRS.)	Kara III.	

Note: The Total Price is inclusive of all Taxes, (TDS @1% is applicable as per income tax Act) EDC, IDC other Charges, However exclusive of Stamp Duty, Legal Fee and Registration charges, Bulk Electricity Charges, Sewer and water connection and Interest Free Maintenance Security Deposit (IFMS) and advance maintenance charges to be determined by Developer at the time of offer of possession.

# INDICATIVE TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF RESIDENTIAL PLOT IN THE PROJECT "GARDEN 28 PATAUDI" SITUATED AT VILLAGE PATAUDI, SECTOR 4, TEHSIL PATAUDI, DISTRICT GURUGRAM, HARYANA...

The Applicant(s) will be allotted the residential Plot on the following broad terms and conditions, and these terms and conditions shall be comprehensively set out in the Agreement for Sale (hereinafter referred to as the "Agreement"). The following terms and conditions amongst other terms and conditions are indicative in nature, and shall always remain binding on the Applicant(s).

- The Applicant has clearly understood that the Developer ie (Mr. Himanshu Garg) is developing an Affordable Residential Plotted Colony Project named as "Garden 28 Pataudi" on land situated at Revenue Estate of Village Pataudi, Sector-4, Tehsil Pataudi, Distt. Gurugram, Haryana under Deen Dayal Jan Awas Yojna -2016 (DDJAY-2016) cumulatively admeasuring about 9.731 Acres. The Developer is developing the Project under the name and style of "Garden 28 Pataudi" with RERA Registration No. ..... of ...... dated
- 2. The Applicant(s) declare that he/she/they is/are competent to make and submit the present application form for booking of the aforesaid Plot, and there is no legal or contractual impediment or restriction on his/her/their making this application or the payment tendered hereunder.
- 3. The applicant has clearly understood that the Directorate of Town and Country Planning, Haryana has granted the approval/ sanction to develop the Project vide License No 139 of 2023 dated 06.07.2023 and Order Endst. No. LC-5014/DS(AK)/2025/1922 Dated 15.01.2025 for the purpose of plotted development of Affordable Residential Plotted Colony under DDJAY 2016 and the allotment of Plot therein, if made will be purely provisional and shall be confirmed only once the Agreement for Sale is executed. All charges shall be paid and borne by the Applicant as per the payment plan opted.
- 4. The Applicant(s) confirms that he/she/they has/have been provided by the Developer with all the relevant information, documents, plans, site map, specifications and such other credentials with respect to the title, ownership, competency, facilities, and basic infrastructure to be provided in the Project being developed by the Developer. The Applicant(s) has confirmed that he/she/they has/have examined the said documents, plans, site map etc., and is/are fully satisfied in all respects with regard to the rights, title and interest of the Developer in the land on which the Project is being developed, and has understood all limitations and obligations of the Developer in relation thereto and has relied solely on Applicant's own judgment and investigation while deciding to apply for allotment/booking of the Plot. The Applicant(s) confirms that no further investigation in this regard is or shall be required by him/her/them.
- 5. The Applicant(s) further agrees that the Developer may make such variations, additions, alterations etc. therein as it may in its discretion consider fit and proper for and in the Plot/ Project or as may be required by DTCP, Haryana and/ or any other competent authority, Government agencies or the Architect of the Developer. The Applicant(s) agrees that he/ she/ it/ they shall not raise any claim, monetary or otherwise in case of any such change (specified in the above para) if the said changes are less than 10% of the overall area. It is clarified that the initial rate of booking of the Plot will be applicable on the changed area in case of refund or demand.
- 6. The Applicant(s) agree that Ten percent (10%) of Total Sale Cost of the Plot shall constitute the **Booking** amount.

7.	The Applicant(s) shall be liable to pay the Total Price as more detailed out in	the aforesaid Performa and as
	per the Payment Plan. It is specifically agreed that an amount of Rstreated as the booking amount ("Booking Amount").	/- shall always be

- 8. The Applicant(s), in addition to the Total Price, shall also be liable to pay the cost of stamp duty, registration fee and legal charges for the execution and registration of the Agreement and the conveyance deed of the Plot, at the prevailing applicable rates. The Applicant shall also be liable to pay Bulk Electricity Charges, Sewer & Water connection charges & Interest Free Maintenance Security Deposit (IFMS) alongwith advance Maintenance Charges over and above the agreed consideration as decided by the Developer.
- 9. The Developer assures to hand over possession of the Plot for residential usage upto 03.07.2028, unless there is delay due to "force majeure", court orders, government policy/guidelines/orders, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Applicant(s) agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Plot for residential usage.
- 10. The Applicant agrees and undertakes that:
  - a. The Applicant shall comply with all the conditions of licenses and approvals with respect to the Project;
  - b. It shall be an essential condition of allotment that the Plot shall not be used for any purposes other than for residential purposes.
- 11. The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees / maintenance agency or competent authority, as the case may be, upon the issuance of the, part completion certificate/completion certificate of the Project, as the case may be. The Applicant hereby agrees and undertakes to make payment of the maintenance charges and maintenance security deposit to the Developer or its nominated maintenance agency and further agrees and undertakes to execute a maintenance agreement in this regard.
- 12. That according to Circular no. 177/09/2022-TRU (Tax Research Unit) Department of Revenue, Ministry of Finance, Government of India, Clause 14, Sub-clause 14.1, 14.2, 14.3 and 14.4, Land may be sold either as it is or after some development such as levelling, laying down of drainage lines, water lines, electricity lines, etc. It is clarified that sale of such developed land is also sale of land and is covered by Sr. No. 5 of Schedule III of the Central Goods and Services Tax Act, 2017 and accordingly the said project does not attract GST to be charge from the customer as of now. Provide further if there is any change with regard to the above said subject the GST will be charge accordingly from the Customer/Applicant.

Provided further, if there is any increase in the taxes/charges/fees/levies etc. after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Real Estate (Regulation and Development) Act, 2016 ("RERA Act"), the same shall not be charged from the Applicant(s).

Provided further that total price does not include bulk electricity charges payable to Electricity Board and for taking bulk electricity connection for the colony, installation of sub Station and any other infrastructure as advised by competent authority.

13. The Applicant(s) agrees that it shall be the responsibility of the Applicant(s) to comply with the necessary formalities as laid down in the Foreign Exchange Management Act ("FEMA") (if applicable) with respect to remittance of payments, acquisition, sale, transfer of immovable property(ies) etc., and provide the Developer with such permissions, approvals, which would enable the Developer to fulfil its obligations. The Applicant(s) agree that in the event of any failure on the part of the Applicant to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall alone be liable for any action under FEMA and he/she/they will keep the Developer fully indemnified and harmless in this regards.

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- 14. In case there are joint applicant(s), all communications shall be sent by the Developer to the first applicant only at the mailing address given by him which shall be deemed as served on all Applicant(s) and no separate communications shall be sent to the joint applicant(s). The address given in this application form shall be final unless any change is intimated under Registered AD letter. All demand notices, letters etc., posted at the given address shall be deemed to have been received by the Applicant(s) and the Applicant(s) shall be responsible for any default in payment and other consequences that might occur therefrom.
- 15. All payments by the Applicant(s) shall be made to the Developer through Demand Drafts/Cheques /Online payment such (RTGS/IMPS/NEFT) drawn upon scheduled banks in favour of "HIMANSHU GARG A/C GARDEN 28 PATAUDI" payable at Gurugram or at Par only. In cases of dishonour of the cheque(s) comprising the Booking Amount / token advances due to any reason, without prejudice to any other legal right or remedy the Developer may have, the Developer may accept a fresh cheque by imposing the charges imposed by the Bank and/or the Developer reserves its right to cancel the allotment and treat the Booking Amount/ token advance as forfeited, and the Developer shall be freely entitled to re-allot the Plot to any other third party.
- 16. The Applicant(s) has fully read and understood the abovementioned terms and conditions, and agrees to abide by the same. The Applicant(s) understands that the terms and conditions given above are of indicative nature with a view to acquaint the Applicant(s) and are not exhaustive. The terms and conditions will be comprehensively set out in the Agreement.
- 17. The Applicant(s) understands and agrees that under no circumstances shall, the payments made under this Application or subsequent agreements, be construed or deemed to create, in any manner whatsoever, a lien on the said Plot in favour of the Applicant(s). The Applicant(s) clearly understands that the ultimate conveyance of the Plot and handover of the possession of the Plot in his/her/their favour is contingent on the payment of the complete Total Price, deposits and all outstanding dues and faithful performance by him/her/them of all the obligations agreed and undertaken herein.
- 18. If the Applicant seeks cancellation/withdrawal from the project without any fault of the Developer or fails in payment of required additional amount towards total cost of plot and signing of 'agreement for sale' within given time, then the Developer is entitled to forfeit the 10 % of total price of the plot. The delayed payment will attract interest component (payable by the customer for breach of agreement and non-payment of any due payable to the Developer). The rate of interest payable by the Applicant to the Developer shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Applicant shall be returned within ninety days of such cancellation.
- 19. After the allotment of the Plot in applicants favour, is subject to timely payment and execution of an agreement to sell ('Agreement for Sale') within 30 (thirty) days of allotment of the Plot. The Agreement for Sale stipulates the detailed terms and conditions of the contemplated sale of the Plot in applicants favour. In the event of non-compliance with any of the above stated obligations from your end, The Developer will be entitled to cancel the allotment of the Plot and entire Earnest Money shall stand forfeited paid against the Plot equivalent to the 10% amount of the total consideration of the Plot.
- 20. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Application, 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 authority and compensation if any, to be adjudged by the adjudicating officer under the RERA Act, the rules and regulations made thereunder.

- 21. That the images, audio-visuals, show Plot in the marketing documents/ presentations/prospectus/ website or anywhere else by the Developer may show additional features, external views, internal views, elevations, façade, colour schemes, additional fixtures, loose furniture etc. to provide the Applicant(s) the conceptual sense of the possible lifestyle and such material and only an architect's impression, representative image or artistic renderings and not to scale. Nothing contained herein intends to constitute a legal offer and does not Form part of any legally binding agreement and/or commitment of any nature.
- 22. The Applicant(s) shall ensure that the Plot will be used only for the purpose of Residential purpose.
- 23. The Applicant may at his/her/their discretion and cost may avail loan from Bank/financial institution. The Developer shall under no circumstances be held responsible for non-sanctioning of loan to the Applicant for any reason whatsoever. The payment of instalments/any other dues to Developer shall not be unpaid or delayed due to the reason of loan availed/ to be availed by the Applicant.
- 24. Assignment/ transfer of the said Plot, in case of allotment thereof, by the Applicant(s) shall be permissible at the sole discretion of the Developer on payment of such administrative charges as may be fixed by the Developer from time to time. Provided that such transferee conforms to the dedicated usage of the Plot and the terms of allotment of the Plot after the due diligence i.e. The Transferee(s), shall also be liable to pay the cost of stamp duty, registration fee and legal charges for the execution and registration of the Assignment Agreement to be registered in the concerned authority as per the rules of Government of Haryana on the prevailing date.
- 25. The Developer shall have the first lien and charge on the said Plot for all its dues and other sums/ payment by the Applicant(s) to the Developer in respect of the Plot.
- 26. The applicant(s) undertakes to abide by and comply with all the laws, by laws, rules and regulations applicable to the Said Project.
- 27. The Applicant(s) agrees that in case due to any legislation, order, rule or regulation made or issued by the DTCP, Haryana or Government or any other statutory authority or if the competent authority refuses, delays, denies the grant of necessary approvals for the allotment of the Plot in the Said Project or if any matters/ issues relating to such approvals, permissions, notices, notification by the competent authority becomes subject matter of any suit/ writ before any court of law or due to force majeure conditions, the Developer after provisional and/ or final allotment, is unable to deliver the Plot to the Applicant(s), the Developer shall refund the amount paid by the Applicant(s) without any interest or compensation whatsoever.
- The Applicant(s) shall, before taking possession of the said Plot, clear all the dues/ payment in respect of the said Plot executed in his/ her/ their favour.
- 29. The Applicant(s) shall get his complete address registered with the Developer at the time of booking and it shall be his/ their responsibility to inform the Developer, by a letter sent through speed post, about all subsequent changes in the address, Phone/Mobile no., 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 such address and he shall be responsible for any default in payment and other consequences that might occur. In all communications the reference of the allotted Plot must be mentioned clearly.

- 30. Courts in District Gurugram, Haryana alone shall have jurisdiction in case of any dispute.
- 31. Singular shall mean and include plural and the masculine gender shall mean and include all the genders wherever applicable.

I/We, the undersigned, do hereby declare that the above-mentioned particulars/information given by me/ us are true and correct to my/our knowledge and no material facts have been concealed therefrom.

I/ We have signed this application form in acceptance of the terms and conditions stipulated hereunder and agree to abide by the same. I/ We am/ are aware that signing the application form and payment of the Registration amount does not amount to allotment of the Plot in the Said Project. The Developer in its sole discretion may accept the application and allot the Plot or reject the application. The money paid along with the present application shall only be treated as **Booking Amount** and in no case shall be treated as Booking Amount/Earnest Amount. I/ We agree and undertake to pay the basic sale price and other charges as per payment opted by me/us. I/ We further agree and undertake to sign the Agreement for Sale and other documents as and when so required by the Developer in its prescribed format. I/ We am/ are aware that, in case I/ we do not sign the same within the stipulated period as may be laid down by the Developer, I/ we shall be left with no claim in the proposed allotment in any manner whatsoever. I/ We declare that in case of non- allotment of the Plot in the Said Project, my/ our claims shall be limited only to refund of the amount to the extent of the said Registration Amount without any interest, compensation or damages. I/ We further declare and confirm that I/ we shall have no claim against the Developer for non-allotment and/ or withdrawal of the allotment for any reason whatsoever.

Name of the Applican	t(s)	
DATE:		
PLACE:		

Garden 28, Pataudi

#### DECLARATION:

I/We the undersigned (Sole/First and Second Applicant) do hereby declare that the above mentioned particulars/ information given by me/us are true and correct and nothing has been concealed there from.

Yours faithfully,	
Sole/First Applicant's Signature	
Name	
Second Applicant's Signature	
Name	

#### FOR OFFICE USE ONLY

RECEIVED BY	
CHEQUE NO.	
AMOUNT (IN RS.)	
BROKER NAME	
BROKER CONTACT NO.	
BROKER EMAIL	
VERIFIED BY	
DATE	

#### NOTES:

- The Total Price as mentioned above includes EDC/IDC, as applicable at present and in case there is any change in the EDC/IDC etc., the Total Price payable shall be increased/ decreased based on such change/modification. But Does not include other applicable charges.
- 2. The price is exclusive of Stamp Duty, Legal Fee and Registration charges, Assignment/Transfer Charges, Bulk Electricity Charges, Sewer and water connection and Interest Free Maintenance Security Deposit (IFMS) and advance maintenance charges to be determined by Developer at the time of offer of possession.
- 3. All payments are to be made by demand draft/pay order/cheque only drawn in favour of "Himanshu Garg A/C Garden 28 Pataudi", payable at Gurugram
- 4. Cheques are Subject to Realization.