

Aum Green Residency
Sector-4, Pataudi, Distt-Gurugram

APPLICATION FORM

APPLICATION FORM FOR BOOKING/ALLOTMENT OF PLOT AT AFFORDABLE
RESIDENTIAL PLOTTED COLONY UNDER DEEN DAYAL JAN AWAS YOJNA
PROJECT NAMEDLY “**AUM GREEN RESIDENCY**”, SECTOR-4
PATAUDI, DISTT- GURUGRAM, HARYANA

Application No.:

Date:

Consulate Realty LLP
Reg. NO. ACJ-3674
Site Office, Aum Green Residency, Sector 4, Pataudi, Gurugram

Dear Sir/ Ma'am,

The Applicant(s) requests Consulate Realty LLP ("**Promoter**") for provisional allotment of a residential / commercial plot/unit having area admeasuring [_____] square meters (_____sq. yards) ("**Plot**") in the affordable residential plotted colony project under the name and style of “**Aum Green Residency**” ("**Project**") proposed to be developed by the Promoter over the land admeasuring 5.04375 acres, situated in the revenue estate of Village – Pataudi, Sector-4, Pataudi, District - Gurugram, Haryana ("**Project Land**"). TheApplicant(s) is/are making this application with the full knowledge and understanding that the Promoter is in the process of developing the Project and would make the allotment of the Plot in due course of time, subject to the availability.

1. The Applicant(s) request(s) that the Applicant(s) may be allotted the said Plot in the said Project as per the:

Development Linked Installment Plan

2. TheApplicant(s) enclose(s) herewith the details of payment of Rs. _____/-(Rupees _____ Only), vide Bank Draft / Pay Order / Cheque No. / RTGS No. _____ dated _____, drawn on _____ Bank, _____ Branch, being 10% (ten percent)of the Total Price, in favour of the Promoter payable towards the booking amount of the Plot, or through Electronic Transfer bearing UTR No. _____ in account no. _____, maintained with _____ Bank, in _____ Branch, bearing IFSC Code _____, as booking amount of the Plot ("**Booking Amount**") and request(s) the Promoter to consider /adjust it as part payment towards the Total Price of the said Plot to be paid by the Applicant(s) in lieu of purchase of the said Plot, in accordance with the terms of the Agreement to Sell/ Plot Buyer Agreement proposed to be executed between the Applicant(s) and the Promoter ("**Plot Buyer Agreement**").
3. The Said Project has been registered by the Promoter with the Haryana Real Estate Regulatory Authority, Gurugram (“**Authority**”). The details of the Promoter and the Said Project are also available on the website of the Authority, accessible at <https://haryanarera.gov.in/>

Signature of First Applicant

Signature of Second Applicant

4. The Applicant(s) has/have understood that the land forming part of the project and/or adjoining land parcels may be developed in phases and the Promoter may, subject to applicable laws and approvals from the competent authorities, undertake additional constructions, development of further phases, additional towers/plots of structures, or other permissible development activities with the clear intent to integrate all phases including common areas, amenities and facilities for the Whole Project into one, upon completion of the Whole Project. The Promoter may send a letter to the Intending Allottee(s) for the purpose of taking such consent through Registered post on the address mentioned herein and in case the Intending Allottee(s) does not reply to such letter within 1(one) week from the date of delivery of letter, the same shall be deemed to be consent of the Intending Allottee(s) as required under Section 14 of the Real Estate (Regulation & Development) Act, 2016. Intending Allottee(s) of the Whole Project shall have equal rights on the common area, amenities and facilities to be developed with different phases of the Whole Project. Further development of the Whole Project in phases may cause some inconvenience to the residents of earlier phases, and he/she shall not have any objections to the same.
5. The Intending Allottee(s) has applied for allotment of a plot in the Said Project with full knowledge and subject to compliance of all the laws, notifications and rules applicable to Whole Project in general, which have also been further explained by the Promoter and understood by the Intending Allottee(s).
6. The Applicant(s) acknowledge(s) that the Promoter has provided all the information and clarifications as required by the Applicant(s) and that the Applicant(s) is/are fully satisfied with the same and the Applicant(s) has/have fully acquainted himself/ herself/ itself/ themselves of all the particulars of the said Project as has been provided on the website of the Authority established as per the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and the rules framed thereunder, and is subject to any mutually agreed variations thereto. The Applicant(s) hereby confirm(s) that he/ she/ it/ they is/ are signing this application with full knowledge of all the applicable laws, rules, regulations, notifications, etc., applicable to the Project. No oral or written representations or statements shall be considered to be a part of this application and that this application is self-contained and complete in itself in all respects.
7. The Applicant(s) has/ have seen, verified and has/ have satisfied himself/ herself/ itself/ themselves with the layout plan/ zoning/ site plan, which has been approved by the competent authority and has/ have satisfied himself/ herself/ itself/ themselves with the Payment Plan (Annexure C) and the amenities, facilities, etc. annexed alongwith this application and under the Plot Buyer Agreement. The Applicant(s) confirm(s) and acknowledge(s) that he/ she/ it/ they is/are not in anyway influenced and/or relied on any advertisements, offerings, brochures, or any type of promotion material by the Promoter or its nominated persons/ assignees/ channel partners/ brokers, and has willingly and after due inspection and verifications, has agreed to apply for the Plot.
8. That Applicant(s) has/have satisfied himself/herself with regard to the right, title and interest of the Promoter in the scheduled land on which the plot/whole project/said project is proposed to be developed and the Intending Allottee(s) understand(s) all the limitations and obligations in respect thereof, and there will not be any objections by the Intending Allottee(s) with respect to same. The Intending allottee(s) further agrees to abide by the terms and conditions of all the of all the permissions, sanctions, directions etc. issued by the competent authority(ies) in this regard to the Promoter.

Signature of First Applicant

Signature of Second Applicant

9. The allotment of Plot/Unit is entirely at the sole discretion of the Promoter and the Promoter reserves the right to accept or reject the application of the Intending Allottee(s), without assigning any reason thereof. The Intending Allottee(s) further agrees and understands that the booking of the Unit by the Intending Allottee(s) is subject to realization of the booking amount paid towards the said Unit. In case of non-realization of the same, Promoter reserves the right to cancel this application and initiate appropriate legal proceedings against the Intending Allottee(s) under applicable laws. It is clarified that submission of application form along with the booking amount and/or issuance of receipt with respect to the same by the Promoter does not in any manner amount to acceptance of this application form or allotment of a plot/unit in the Said Project. The provisional allotment of said Plot/Unit shall be done by the Promoter by issuing a provisional allotment letter as per the prevailing laws/ practices. The booking amount shall be paid by the Intending Allottee(s) at the time of submitting this Application Form and the balance amount shall be paid as per the payment plan agreed by the Intending Allottee(s).
10. In case of allotment of Unit by the Promoter, the Intending Allottee(s) agrees to execute the standard agreement for sale ("Agreement"), conveyance deed or any other agreement and/or document in respect of the Plot/Unit, as and when called upon to do so by the Promoter.
11. The Applicant(s) confirm(s) that he/she/it/they has/have read and understood the Plot Buyer Agreement containing the detailed terms and conditions and in addition, the Applicant(s) further confirm(s) to have fully understood the terms and conditions of the Plot Buyer Agreement (including the Promoter's rights, entitlements and limitations) and the Applicant(s) hereby agree to perform his/her/ its/ their obligations as per the conditions stipulated in the Plot Buyer Agreement and thereafter, the Applicant(s) has/ have applied for allotment of a plot in the Project and has/have requested the Promoter to allot a plot. The Applicant(s) agree(s) and confirm(s) to sign the Plot Buyer Agreement in entirety and to abide by the terms and conditions of the Plot Buyer Agreement.
12. The Applicant(s) clearly understands and acknowledges that this application does not constitute an Agreement to Sell/ Plot Buyer Agreement and the Applicant(s) is/are not entitled to the provisional and/or final allotment of the Plot, notwithstanding the fact that the Promoter may have issued a receipt in acknowledgment of the money tendered along with this application. The Applicant(s) hereby further agrees that forwarding the Plot Buyer Agreement to the Applicant(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Applicant(s) until and unless, the Applicant(s) sign(s) and deliver(s) the Plot Buyer Agreement with all the Schedules and the payments due as stipulated in the Payment Plan(**Annexure-C**) hereunder and the Plot Buyer Agreement, within a period of 30 (thirty) days from the date of receipt of the Plot Buyer Agreement by the Applicant(s) and secondly, the Applicant (s) appears and present before the concerned Sub- Registrar at Gurgaon for registration of the said Plot Buyer Agreement, as and when intimated by the Promoter.
13. The Applicant(s) agrees that timely payment of the installments of the Total Consideration value and other charges as per the payment plan (as mentioned in Annexure-C hereinafter) is the essence of the allotment. The Applicant(s) declare(s) and confirm(s) that he/she/they has/have understood the payment plan and the binding effect of the terms and conditions stipulated herein and the implications of non-compliance thereof and is/are fully aware of the new tax regime of Goods and Service Tax('GST') having come into existence with effect from 01.07.2017 will attract GST under the Central Goods and Service Tax Act, 2017 and the Applicant(s) confirm(s) that he/she/they shall not claim any GST credit and/or claim any reduction in Total consideration value of the Plot due to application of GST or any other applicable taxes/duty/charges.

Signature of First Applicant

Signature of Second Applicant

14. If, however, the Applicant(s) fail(s) to execute and deliver to the Promoter, the Plot Buyer Agreement within [] ([]) days from the date of its receipt by the Applicant(s) and/or appear before the Sub-Registrar at Gurgaon for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Applicant(s) for rectifying the default, which if not rectified within [] ([]) days from the date of its receipt by the Applicant(s), this application of the Applicant(s) shall be treated as cancelled and the Promoter shall have an option to forfeit the Booking Amount.
15. The Applicant(s) have clearly understood that the Plot Buyer Agreement to be sent at the Registered Post on the address as provided by the Applicant(s) hereinbelow, shall be deemed to be delivered to the Applicant(s) after [] ([]) days from the date of dispatch by the Promoter. The Applicant(s) confirm(s) that in case there are joint Applicant(s), all correspondences/communications shall be sent by the Promoter to the Applicant(s) whose name appears first and at the address given by him/ her/ it/ them, and all correspondences sent by the Promoter to that address/email shall be valid and binding on the Applicant(s) as regards the contents therein and considered as properly served on all the Applicant(s).

Name of Applicant(s):

Applicant(s) Address:

16. The Applicant (s) agrees that in the event, the Promoter accepts this application and allots the Plot, the Applicant(s) shall pay the Total Price and all other amounts, applicable taxes, cess, other charges, interest and dues as per the Payment Plan (Annexure C) as explained to the Applicant(s) and agreed and opted by the Applicant(s) and/ or as and when demanded by the Promoter or in accordance with the terms of this application and the Plot Buyer Agreement. The Applicant(s) is/ are fully aware of the consequences on account of non-payment of installments within the stipulated time. Any payment made without execution of Plot Buyer Agreement will not confirm allotment in the favor of the Applicant(s) in any manner whatsoever. It is clarified that the Total Price does not include cost incurred towards construction and development of shops and commercial areas, if any and their exclusive common areas.
17. Notwithstanding anything contained in this application, the Applicant(s) understand(s) that the application will be considered as valid, enforceable and proper only on realization of the amount tendered with this application.
18. The Intending Allottee(s) has applied for the allotment of the Unit in the Said Project at a consideration agreed between the Intending Allottee(s) and the Promoter ("Total Price") with the full knowledge and understanding that the Promoter is in the process of developing the Project and shall be carrying out extensive development/ construction activities for years in future in the Whole Project and shall also be connecting/linking the amenities/facilities viz electricity, water, sanitary/drainage systems etc. of additional development /construction of different phases in the Whole Project. The Intending Allottee(s) has confirmed that he/she shall not make any objection or make any claim or default any payments as demanded the Promoter on account of inconvenience, if any, which may be suffered by him/her due to such developments/construction's activities or incidental/relating activities as well as connecting/linking of amenities/facilities etc., as above said.
19. Upon the execution of the Agreement, the Intending Allottee(s) shall not be entitled to get the name of his/ her/ their nominee(s) substituted in his/ her/ their place without the prior approval of the Promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit and legally permissible under the Benami Transactions (Prohibitions) Act, 1988 and other applicable laws.

Signature of First Applicant

Signature of Second Applicant

20. The Intending Allottee(s) is aware that the Total Price of the Unit is exclusive of any taxes, including but not limited to GST, levies, duties, cess, or any other similar taxes which may be levied in connection with the construction of the Said Project/ Whole Project/ Plot/Unit and which is to be borne and paid by the Intending Allottee(s) separately as and when demanded by the Promoter, from the date of allotment.
21. The Total Price shall be paid strictly in accordance with the payment plan as agreed and signed between the Promoter and the Intending Allottee(s) through account payee cheque/ demand draft or online payment as applicable. The Promoter shall not be responsible towards any third-party making payment/ remittances on behalf of Intending Allottee(s) and such third-party payment shall not be accepted by the Promoter and such third party shall not have any right in the application/allotment of the Unit in any way.
22. In addition to the Total Price, the Intending Allottee(s) shall also be liable to pay maintenance charges, maintenance deposit, charges towards water infrastructure fund, if applicable etc. The details of the Total Price and such other amount as payable by the Intending Allottee(s) will be mentioned in detail in the Agreement to be issued by the Promoter confirming the allotment of the Plot/ Unit in favour of the Intending Allottee(s).
23. Cost of stamp duty, registration charges and such other charges at the time of registration, as applicable in respect of execution and registration of Agreement, conveyance deed, etc., will be extra and shall be borne by the Intending Allottee(s). All costs, charges, end expenses in relation to the costs of the preparing, executing the Agreement and conveyance deed and/or any other document or documents required to be executed by the Promoter in respect to allotted Plot/Unit , if any, shall be borne by the Intending Allottee(s).
24. If the Allottee(s) delays in payment towards any amount which is payable as per the Agreement and/or the payment plan as agreed by the Intending Allottee(s), he shall be liable to pay interest at the rate of State Bank of India highest marginal cost of lending Rate plus 2(two) percent or such other rate as may be applicable from time to time on the outstanding amount. The Intending Allottee(s) is/are aware that the taxes including GST on the said interest shall also be borne and paid by the Intending Allottee(s). In the event if any delay/default by Intending Allottee(s) towards any amount which is payable as per the Agreement and/or the Payment Plan continues for a period beyond 2 (two) consecutive months after demand notice from the Promoter in this regard, the Promoter reserves its right to cancel/terminate the allotment of the Plot/Unit in favour of the Intending Allottee(s). Upon termination by the Promoter as mentioned hereinabove, the Intending Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Plot/Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Plot/Unit in any manner whatsoever and the Promoter shall be entitled to forfeit/deduct the following amounts (“Non– Refundable Amount”) out of the amounts paid by the Intending Allottee(s) and refund the balance to the Intending Allottee(s) without any interest, upon realization of the same from new allottee, subject to execution of cancellation deed:
 - (i) 10% (ten percent) of the Total Price as earnest money;
 - (ii) Documentation charges,
 - (iii) Charges(including taxes) for dishonor of cheque (if any) by the Intending Allottee(s);
 - (iv) All amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to,

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GST, to the extent that credit of the GST/taxes paid is not allowed to be claimed as refund by the Promoter ; and

- (v) All amounts (including taxes) paid or payable as brokerage fee to any real estate agent, broker, channel partner, institution etc.
 - (vi) Allottee has to return all the original documents with respect to the unit to the Promoter upon cancellation and in case the same is not returned, then all the documents in the custody of allottee will be considered null and void.
25. The Intending Allottee(s) shall have the right to cancel/withdraw his allotment of the Plot/Unit at any time before the completion of the Unit: Provided that where the Intending Allottee(s) proposes to cancel/ withdraw from the Said Project/Whole Project without any fault of the Promoter, before the completion of the Project, the Promoter shall be entitled to forfeit the Non-Refundable Amount out of the amounts paid by the Intending Allottee(s) and refund the balance to the Intending Allottee(s) without any interest, from the amount realized from the new allottee.
26. Cancellation by Allottee(s) after Completion/Occupancy Certificate-Where the Allottee(s) proposes to cancel/withdraw from the Said Project without any fault of the Promoter, after receipt of Completion/Occupancy Certificate of the Said Project, the Promoter shall be entitled to forfeit and retain twice the earnest amount, stamp duty, registration charges, brokerage paid(if any)etc. paid in respect of allotment of the Plot/Unit in favour of the Intending Allottee(s); delay payment charges; documentation charges as mentioned in this Agreement, charges(including taxes) for dishonor of cheque (if any) by the Intending Allottee(s) and all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to, GST, to the extent that credit of the GST/taxes paid is not allowed to be claimed as refund by the Promoter and all amounts (including taxes)paid or payable as brokerage fee to any real estate agent, broker, channel partner, institution etc. as on the date of such termination, from the amounts paid by the Intending Allottee(s) till such date and the balance amount of money paid by the Intending Allottee(s), if any, shall be returned by the Promoter to the Intending Allottee(s) without any interest, from the amount realized from new allottee/buyer, subject to execution and registration of cancellation deed return of all original documents by Intending Allottee(s) to the Promoter.
27. The Promoter shall have the right to adjust/appropriate the instalment amount received from the Intending Allottee(s) first towards the delay payment charges and other sums, if any, due from the Intending Allottee(s) and the balance, if any, towards the Total Price.
28. The Promoter shall withhold registration of the conveyance deed of the Plot/Unit in favour of the Intending Allottee(s); and refuse possession of Plot/Unit to the Intending Allottee(s) till payment of the entire amount due by the Intending Allottee(s) as recorded under the Agreement.
29. The Intending Allottee(s) agree(s) and acknowledge(s) that timely payment of the Total Price and similarly payment of the respective total prices by all other Intending Allottee(s) is the primary condition for the Promoter to complete the development of the Said Project/Whole Project and handover the said Plot/Unit to the Intending Allottee(s).In the absence of timely payments of various intending allottees, the Promoter cannot be held to be in default for delay in completion of the Said Project/Whole Project and handing over the Plot/Unit under the Agreement.
30. In case the Intending Allottee(s) wants to avail loan facility from his employer or any bank or any financial/lending institution to facilitate the purchase of the Plot/Unit applied for, the Promoter shall facilitate the process subject to the following:
- The terms of the employer/bank/financing institution shall exclusively be binding and

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- applicable upon the Intending Allottee(s) only.
- The responsibility of getting the loan sanctioned and disbursed, as per the Payment Plan shall rest exclusively on the Intending Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever, the payment of the Promoter, as per payment schedule, shall be ensured by the Intending Allottee(s), failing which the Intending Allottee(s) shall be deemed to be in default of its obligation of timely payment of its dues towards the said Plot/Unit.
31. Upon the execution of the Agreement, in case of default of dues of the employer or any bank or any financial/lending institution by the Intending Allottee(s), authorizes the Promoter to cancel the allotment of the Plot/Unit in favour of the Intending Allottee(s) and repay the amount received from and on behalf of the Intending Allottee(s) with respect to the Unit, till that date, after deduction of Non-Refundable Amount, directly to employer or any bank or any financial/ lending institution on receipt of such request from employer or any bank or any financial/ lending institution without any reference to the Intending Allottee(s).
 32. The Intending Allottee(s) agrees that in case the consideration or Unit is Rs.50 Lacs or above, the Intending Allottee(s) shall be liable for Tax Deduction at Source (TDS) under Section 194IA of Income Tax Act, which is applicable from 1st June 2013, or any such relevant applicable provisions of law. Such TDS would be deducted from consideration being paid to the Promoter. On every payment, 99% amount is to be paid to the Promoter and 1% amount is to be deposited with Govt. of India (Income Tax Department), for the same Intending Allottee(s) needs to issue certificate in form 16B to the Promoter. In case of cancellation of the allotment, the Promoter shall not credit the amount in the account of the Intending Allottee(s) till the time Intending Allottee(s) has issued the certificate to the Promoter.
 33. In case the Intending Allottee(s) is/are NRI/Foreign National, the adherence to the provision of the Foreign Exchange Management Act, 1999 and any other law related thereto as may be prevailing at the time shall be the responsibility of the Intending Allottee(s).
 34. The Promoter shall endeavour to give the possession of the Plot/Unit to the Intending Allottee(s) within committed period as provided for under the Agreement, subject to force majeure circumstances and on receipt of complete payment of the Total Price and other charges due and payable up to the date of possession according to the payment plan applicable to him/her and as per the terms of the Agreement. The Promoter on completion of the construction of the Plot/Unit shall issue final call notice to the Intending Allottee(s), who shall within () days thereof, remit all dues, and outstanding amount, if any, and within () days from clearance of entire dues, outstanding etc., the Intending Allottee(s) shall take physical possession of the Unit and simultaneously get conveyance of his Unit done from the Promoter by getting the conveyance deed registered before the Sub Registrar. After the expiry of 3(three) full calendar months from the date of receipt of Completion/occupancy certificate for the Said Project, the Intending Allottee(s) shall be liable to pay the maintenance charges, if any, as determined by the Promoter.
 35. The Intending Allottee(s) of the Plot/Unit shall pay necessary charges including security deposit for maintaining and upkeeping of the Project and providing various services as determined by the Promoter or its nominated agency as and when demanded by the Promoter or its nominee. This arrangement will be carried out until the services are handed over to the local bodies. The Intending Allottee(s) agree(s) and consents to this arrangement and will not question the same singly or jointly with other Intending Allottee(s).
 36. The conveyance deed shall be executed and registered in favour of the Intending Allottee(s) within 3 months of the receipt of the completion certificate/occupancy certificate subject to the receipt of Total Price and other connected and ancillary charges. It is further clarified that the cost of stamp duty and

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registration/mutation, documentation charges etc. as applicable will be extra and shall be borne by the Intending Allottee(s). The Intending Allottee(s) shall pay, as and when demanded by the Promoter, stamp duty and registration charges/mutation charges and all other incidental and Legal Expenses for execution and registration of conveyance deed/mutation of the unit in favour of the Intending Allottee(s).

37. Unless a conveyance deed is executed and registered, the Promoter shall for all intents and purposes continue to be the Promoter of the Entire Land and also the construction thereon and this proposal shall not give to the Intending Allottee(s) any right or interest therein.
38. The Intending Allottee(s) shall get his/her name, complete address, PAN No., E-mail I.D, Phone No., Aadhar No. Registered with the Promoter at the time of application and it shall be his/her responsibility to inform the Promoter by registered A.O. letter about all subsequent changes, if any, in his/ her address, failing which all demand notices and letters posted at the first registered address will be deemed to have been served/received by him/her at the time when those should ordinarily reach such address and the Intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur thereof.
39. The Intending Allottee(s) agrees that the development of the Said Project/Whole Project is subject to force majeure conditions which includes war, flood, drought, fire, cyclone earthquake, pandemic, epidemic, lockdown, or any other calamity caused by nature, or due to any order by any Court, Tribunal or Government Authority, quasi judicial body, affecting the regular development of the Said Project and is more particularly described in the Agreement. If, the completion of Said Project /Whole Project is delayed due to the force majeure conditions, then the Promoter shall be entitled to the extension of time for delivery of possession of the Plot/Unit and the Promoter shall not be liable to pay any penalty/interest/compensation for the delay caused due to such force majeure condition. Provided that such force majeure conditions are not of a nature which makes it impossible for the Promoter to implement the Said Project or any part thereof, in such case, the Promoter shall inform the Intending Allottee(s) about such impossibility along with notice of termination of 1 (one) month. Upon termination of this Agreement, the Promoter shall refund to the Intending Allottee(s) the entire amount received by the Promoter from the Intending Allottee(s), without any interest, within 45(forty-five) days from the date on and only after which the amount will be refunded to the Intending Allottee(s).
40. The Intending Allottee(s) understands that in order to maintain the administration of the Project, the Promoter has earmarked the parking spaces and the Intending Allottee(s) undertakes to park his vehicle strictly in the parking space earmarked to him and not anywhere else in the Whole Project/Said Project. The parking space earmarked to the Intending Allottee(s) shall be meant exclusively for parking of specific number of vehicles and under no circumstances the Intending Allottee(s) will be allowed to park vehicles more than the parking space earmarked for him or anywhere else in the Whole Project/Said Project.
41. The Intending Allottee(s) shall not use the said Plot/Unit for any purpose other than for which the said Unit is being acquired by him/her except with prior written permission of the Promoter.
42. The Promoter has authorized channel partners solely to solicit bookings for the Whole Project. However, any gifts, incentives, pass backs, discounts, assurances, representations, or commitments of any nature whatsoever made by any channel partner to the Intending Allottee(s), which are not expressly described, disclosed, or authorized by the Promoter, are strictly discouraged and shall be deemed unauthorized and illegal. The Promoter shall not be responsible or liable, in any manner whatsoever, for any such unauthorized acts, promises, or commitments made by the channel partner, and the Intending Allottee(s) shall not have any claim against the Promoter on account thereof.
43. This Plot/Unit is the part of Whole Project as approved by the Government of Haryana and is being

Signature of First Applicant

Signature of Second Applicant

allotted by the Promoter with the belief that all the rules and policies as laid down by the Government of Haryana have been complied with. In case however, at subsequent stage if the status of the Project is adversely affected by any action, directions or the orders of the Government which may also adversely affect the title of this Plot/Unit, then the Promoter shall not be liable to pay for any damages to the Intending Allottee(s) and in such a situation the money deposited by the Intending Allottee(s) shall be refunded to him/her/them by the Promoter along with interest as per applicable rates as provided under applicable laws.

44. Any dispute or legal proceeding arising out of this transaction shall be subject to jurisdiction of the authority established under Real Estate (Regulation and Development) Act, 2016 for the particular state.
45. All the above terms & conditions are read over by me/us personally and understood the same in vernacular and the same are accepted to me/us.

Enclosed:-

- (i) Annexure A: Personal Details Form
- (ii) Annexure B: Description of the Plot
- (iii) Annexure C: Payment Plan
- (iv) Annexure D: Details of Total Price
- (v) Annexure E: List of Documents

Signature of First Applicant

Signature of Second Applicant

ANNEXURE A

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

(i) SOLE OR FIRST APPLICANT(S)

Title: Mr./Ms./Mrs.
Name _____
S/W/D of _____
_____ Nationality _____ Age _____
_____ years
Profession _____
Residential Status Resident/ Non-Resident/ Foreign National of Indian Origin _____
Income Tax Permanent Account No. _____
Ward / Circle / Special Range / Place, where assessed to income tax _____
Mailing Address _____
Tel No. _____ Mobile No. _____
E-mail ID _____
PAN Number _____
Aadhar Number _____

Passport size Photograph of the First/Sole Applicant

(ii) JOINT/SECOND APPLICANT(S)

Title: Mr./Ms./Mrs.
Name _____
S/W/D of _____
_____ Nationality _____ Age _____
_____ years
Profession _____
Residential Status Resident/ Non-Resident/ Foreign National of Indian Origin _____
Income Tax Permanent Account No. _____
Ward / Circle / Special Range / Place, where assessed to income tax _____
Mailing Address _____
Tel No. _____ Mobile No. _____
E-mail ID _____
PAN Number _____
Aadhar Number _____

Passport size Photograph of the Joint /Second Applicant

(iii) THIRD APPLICANT(S)

Title: Mr./Ms./Mrs.
Name _____
S/W/D of _____
_____ Nationality _____ Age _____
_____ years
Profession _____
Residential Status Resident/ Non-Resident/ Foreign National of Indian Origin _____
Income Tax Permanent Account No. _____
Ward / Circle / Special Range / Place, where assessed to income tax _____
Mailing Address _____
Tel No. _____ Mobile No. _____
E-mail ID _____

Passport size Photograph of the Third Applicant

Signature of First Applicant

Signature of Second Applicant

PANNumber _____
AadharNumber _____

Signature of First Applicant

Signature of Second Applicant

OR

(*If the Applicant is a company/partnership firm/sole proprietorship)

M/s _____ a company registered under the Companies Act/LLP under the Limited Liability Partnership Act/Partnership Firm/Proprietorship Firm, having its registered office at _____, acting through its authorized signatory/Director/Partner/Sole Proprietor _____ duly authorized by the Board Resolution/Authority Letter of the Partners/Power of Attorney dated _____.

CIN/TIN/PAN No.:

Email:

Fax:

Telephone (Off.):

Mobile:

Ward/Circle/Special Range and place where assessed for Income Tax

OR

(*If the Applicant is an HUF)

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/residence at _____, (PAN _____).

(*Strike out if not applicable)

Signature of First Applicant

Signature of Second Applicant

ANNEXURE B DESCRIPTION

OF THE PLOT

Area _____ sq. mtrs. (_____ sq. yards), Block
_____.

Signature of First Applicant

Signature of Second Applicant

ANNEXURE C

PAYMENT PLAN

Down Payment Plan

<u>Down Payment Plan</u>		
S.No.	Stage of Payment	Percentage
1	On Booking	7.5%
2	After the registration of execution of BBA/agreement of sale	Balance to complete 10%
3	Within 30 days of BBA	85% (Less applicable rebate)
4	On offer of possession	5% (+stamp duty and registration charges)

Development Linked Plan

<u>Development linked installment plan</u>		
S.No.	Stage of Payment	Percentage
1	At the time of booking/allotment letter	10%
2	After the registration and execution of agreement of sale	30%
3	On completion of sewer line, storm water drainage and drain and completion of water line	30%
4	On completion of water harvesting, underground tank and STP, landscaping and development of parks and playgrounds, black top on internal roads	20%
5	On possession (Stamp duty, registration charges, miscellaneous expenses / Fee etc.)	10%

Signature of First Applicant

Signature of Second Applicant

ANNEXURE D

DESCRIPTION OF TOTAL PRICE

DETAILS OF TOTAL PRICE AND OTHER CHARGES

Particulars	Amount	GST	Total
Basic Sale Price (BSP) including EDC/ IDC			
Preferential Location Charges <i>(if applicable)</i>			
Applicable Taxes: _____			
<u>Total Price (In Rs.)</u>	_____		
Particulars	Amount	GST	Total
ECC Charges			
Stamp duty and Registration Charges for this Agreement and Conveyance Deed			
Legal documentation charges			
IFMSD			
Total Others Charges			

* Note: The Total Price shall not include the Other Charges, and the same shall be charged over and above the Total Price and such charges are liable to change in case of increase or decrease of area and/ or levy of any fresh taxes, cesses, charges by the Government and/ or other circumstances mentioned in the Plot Buyer Agreement.

Signature of First Applicant

Signature of Second Applicant

Declaration

The Applicant(s) do hereby declare that my/our application is irrevocable and that the above particulars/
information given by the Applicant(s) are true and correct and nothing has been concealed therefrom.

Date:

Place:

Yours Faithfully

Applicant(s) Signature(s)

Signature of First Applicant

Signature of Second Applicant

FOR OFFICE USE ONLY

MODE OF BOOKING

Direct Promoter Executive
Channel Partner Channel Partner Stamp
Special Instructions/Remark(s)
Source of Lead

Authorized Signatory

(Authorized Signatory for Promoter)

Application for Provisional Allotment of Plot

Accepted

Rejected

Signature of First Applicant

Signature of Second Applicant

ANNEXURE E

DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM

Individual (Resident of India):

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

Partnership Firms:

- 2 Passport Size photographs of each Partner.
- Notarized copy of Partnership Deed.
- Self-attested copy of PAN Card of Firm.
- Self-attested copy of PAN Card of Authorized Person.
- Self-attested copy of Address Proof of Firm.
- List of Partners.
- In case only one of the partners has signed the documents, Authorization letter for purchase of Plot duly signed by all Partners.

Private Limited/Limited Company/LLP:

- 2 Passport Size photographs of the authorized person of the Company/LLP.
- Self-attested copy of PAN Card of the Company/LLP
- Memorandum of Association (MOA) & Articles of Association (AOA) duly signed by the Director/Company Secretary of the Company/Registration certificate/Partnership Deed registered under LLP Act.
- Board resolution authorizing the signatory of the application form to buy Plot on behalf of the Company/LLP.
- List of Directors duly signed by the Director/Company Secretary of the Company/List of Partners under LLP Act, duly signed by all the Partners
- Self-attested copy of Form 32/DIR 12 along with Challan in case of change of Directors
- Self-attested Copy of ID Proof of Authorized Person of the Company/LLP.
- Self-attested copy of Address Proof of Company/LLP.

Hindu Undivided Family (HUF):

- 2 Passport size photographs of Applicant.
- Self-attested copy of PAN card of HUF.
- Self-attested copy of Address Proof of Applicant.
- Authority letter from all coparceners of HUF authorizing the Karta to act on behalf of HUF/NRI/OCI/PIO.
- 2 Passport Size photographs of each Applicant.
- Self-attested copy of Address Proof of each Applicant.
- NRI/OCI/PIO proof in case of an NRI/OCI/PIO Customer.
- Self-attested copy of Passport in case of an NRI/OCI/PIO Customer.
- Original/Registered G.P.A. or certified copy of the same from the office of the concerned Registrar, in case required.

Signature of First Applicant

Signature of Second Applicant

- Letter from the Executant that the G.P.A. is valid till date.
- In case of Telegraphic Transfer, a copy of Debit Advice from the remitting bank.
- In case of Demand Draft (DD), the confirmation from the banker that the DD has been prepared from the proceeds of NRE/NRO account of the Applicant.
- In case of Cheque, all Payments to be received from the NRE/NRO/FCNR account of the Applicant only.

[Email:aumgreenresidency@gmail.com](mailto:aumgreenresidency@gmail.com)

T:+919354-374-032

Local address – Site Office, Aum Green Residency, Sector 4, Pataudi, Gurugram

*T&C Apply.

Signature of First Applicant

Signature of Second Applicant