

APPLICATION FORM CUM ALLOTMENT LETTER

To,

SUBJECT:

**APPLICATION FOR BOOKING OF UNIT No. _____ IN THE
PROJECT _____ AT _____ ("PROJECT").**

Dear Sir,

I/We (also referred to as the "**Applicant**") wish to apply for allotment of unit no. _____ having carpet area of _____ sq.mtr. or _____ sq. ft. in your aforesaid Project (hereinafter referred to as the said "Unit") as per the Payment Plan opted by me/us and details mentioned in Annexure-A.

I/We hereby confirm and declare that I/we have visited and seen the Project, the plan of said unit as well as the car parking space no. _____ to be allocated for exclusive use with the Unit and after having fully satisfied myself/ourselves in all respects, I/we have decided to purchase the said Unit on 'as is where is' basis.

I/We hereby enclose cheque no. _____ dated _____ drawn on _____ for an amount of Rs. _____/- (Rupees _____ Only) towards the booking amount payable in terms of the Payment Plan opted by me/us.

My/Our Particulars are as under:¹

1. SOLE/FIRST APPLICANT

Mr./Ms./M/s. _____

s/w/d of _____

Date of Birth/Incorporation _____ Nationality _____

Self Attested
Photograph of Sole/
First Applicant

Occupation:

Service ()

Professional ()

Business ()

Student ()

Housewife ()

Any other _____

Residential Status:

Resident ()

Non-Resident ()*

Foreign National of Indian Origin

()*

¹ It is mandatory to fill in the requisite information in all the columns for all applicants.

For VATIKA LIMITED

Authorised Signatory

Others (please specify)

*Current residence _____ country _____ of

*Principal Bank a/c no. held in the country of residence along with details for RTGS/electronic transfer _____/any other Proof of residence

Marital Status: Married () Unmarried ()

Permanent Account No. _____/Company Incorporation No. _____
ADHAAR CARD NO. _____

(In case of Non-residents and FNIOs , please attach copy of passport/PIO Card)

Correspondence/Registered Address:

City _____ State _____ Country _____

PIN _____ Email _____

Tel.No.(with STD/ISD Code) _____ Mobile No. _____

Permanent Address:

City _____ State _____ Country _____

PIN _____ Email _____

Tel.No.(with STD/ISD Code) _____ Mobile No. _____

Name of the Company: _____

Designation: _____

Address: _____

City _____ State _____ Country _____

PIN _____ Email _____

Tel.No.(with STD/ISD Code) _____ Mobile No. _____

Fax No _____

2. SECOND/JOINT APPLICANT (if applicable)

Mr./Ms./M/s. _____

s/w/d of _____

Date of Birth/ Incorporation _____ Nationality _____

Self Attested
Photograph of
Second Applicant

Occupation:

Service ()

Professional ()

Business ()

Student ()

Housewife ()

Any other _____

Residential Status:

Resident ()

Non-Resident ()*

Foreign National of Indian Origin ()*

Others (please specify) _____

*Current country of residence _____

*Principal Bank a/c no. held in the country of residence along with details for RTGS/electronic transfer _____/any other Proof of residence

Marital Status: Married ()

Unmarried ()

Permanent Account No. _____/Company Incorporation No. _____/ADHAAR CARD NO. _____

(In case of Non-residents and FNIOs, please attach copy of passport/PIO Card)

Correspondence/Registered Address:

City _____ State _____ Country _____

PIN _____ Email _____

Tel.No.(with STD/ISD Code) _____ Mobile No. _____

Permanent Address:

City _____ State _____ Country _____

PIN _____ Email _____

Tel.No.(with STD/ISD Code)_____ Mobile No. _____

Name of the Company: _____

Designation: _____

Address: _____

City _____ State _____ Country _____

PIN _____ Email _____

Tel.No.(with STD/ISD Code)_____ Mobile No. _____

Fax No _____

3. THIRD/JOINT APPLICANT (if applicable)

Mr./Ms./M/s. _____
s/w/d of _____
Date of Birth/Incorporation _____ Nationality _____

Self Attested
Photograph of Third
Applicant

Occupation:

Service () Professional () Business ()
Student () Housewife () Any other _____

Residential Status:

Resident () Non-Resident () * Foreign National of Indian Origin () *

Others (please specify)

*Current country of residence _____

*Principal Bank a/c no. held in the country of residence along with details for RTGS/electronic transfer _____ /any other Proof of residence

Marital Status: Married () Unmarried ()

Permanent Account No. _____ /**Company Incorporation No.** _____
ADHAAR CARD NO. _____

(In case of Non-residents and FNIOs , please attach copy of passport/PIO Card)

Correspondence/Registered Address:

City _____ State _____ Country _____

PIN _____ Email _____

Tel.No.(with STD/ISD Code) _____ Mobile No. _____

Permanent Address:

City _____ State _____ Country _____

PIN _____ Email _____

Tel.No.(with STD/ISD Code) _____ Mobile No. _____

Name of the Company: _____

Designation: _____

Address: _____

City _____ State _____ Country _____

PIN _____ Email _____

Tel.No.(with STD/ISD Code) _____ Mobile No. _____

Fax No _____

4. ADDRESS FOR COMMUNICATION

TERMS AND CONDITIONS

1. I/We understand and agree that this Application for booking of the Unit is subject, inter alia to the terms and obligations to be observed by me/us as set out herein, including the terms and conditions of the agreement for sale that shall in due course be executed with the Promoter and I/we further agree and undertake to abide by all these terms, conditions and obligations.
2. I/We have applied for allotment of the Unit after fully understanding all the terms and conditions of sale. I/We acknowledge and understand that _____ being the developer of the Project, along with its collaborators being the absolute owners of land admeasuring _____ acres approximately situated in _____ (in the revenue estate of village _____ and have obtained License no. _____ of _____ dated from the Director-General, Town and Country Planning, Haryana, Chandigarh ("DGTC") for development and construction of a Commercial Colony Registration certificate No. _____ has been received on part construction of project land named _____ ("said Project") thereon.
3. I/We have gone through all the approvals and sanctions obtained for the development and construction of the said Project including the Building Plans approval dated _____ bearing memo no. _____.
4. I/We have also gone through the draft agreement for sale available at the Project's website/ Site Office/Corporate Office of the Promoter and I/we have fully understood all the terms and conditions mentioned therein. I/We acknowledge and declare that the Promoter has readily provided me/us with all the information/clarifications as required by me/us.
5. I/We declare that I/we am/are competent to make and submit the present Application for booking of the aforesaid Unit and there is no legal, regulatory or statutory impediment or restriction on my/our making this Application or the payment tendered hereunder.
6. I/We understand and acknowledge that the Carpet Area of the Unit shall mean and include the net usable floor area of the Unit and the area covered by the internal partition walls including shear walls and columns within the Unit and shall exclude the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area. I/We further understand and acknowledge that the Carpet Area for the Unit shall be calculated excluding the plaster thickness and measured on unfinished walls.
7. I/We understand and acknowledge that the Total Price for the said Unit shall consist of the Basic Sale Price, PLC, charges towards allocation of car parking for exclusive use, cost towards pro-rata share in common areas, taxes paid or payable by the Promoter by way of G.S.T., Cess, or any other taxes, costs, fees, charges by whatever name called as may be applicable, levied, charged or to be levied or to be charged with respect to the said Project at any time up to the date of handing over possession of the Unit. In addition to the Total Price, I/we hereby agree to pay to the Promoter the Maintenance Charges for the Common Areas maintenance and Interest Free Maintenance Security Deposit (IFMSD). The stamp duty charges and

registration charges as applicable and the administrative/legal charges for registration of the agreement to sell and the conveyance deed shall be paid extra.

8. I/We further understand and agree that the booking amount payable for allotment of the said Unit ("**Booking Amount**") shall be payable by me/us in instalments i.e., booking amount 1, booking amount 2 and booking amount 3,, the sum total of which shall constitute the Booking Amount for the said Unit for all intents and purposes. In case of cancellation of my/our allotment for any reason(s) whatsoever, the Promoter shall be entitled to forfeit the entire Booking Amount. I/We further understand and agree that in case I/we default in payment of any instalment towards the total Booking Amount i.e., booking amount 1 or booking amount 2 or booking amount 3, the Promoter shall be entitled to forfeit the entire amount paid by me/us.
9. I/We undertake and confirm that I/we shall always remain responsible for making timely payments in accordance with the Payment Plan opted by me/us. I/We understand and agree that in the event I/we default in the timely payment of any amounts payable in respect of the Unit in terms of the agreement for sale, I/we shall be liable for payment of delay payment charges at prevailing State Bank of India highest Marginal Cost of Funds based Lending Rate + 2% or such other rate as may be prescribed under the applicable laws, from the date when such amounts become due for payment until the date of receipt by the Promoter. Notwithstanding the payment of delay payment charges, in the event I/we fail to make payment towards any two consecutive instalments beyond a period of 60 (sixty) days from the due date of the last demand notice/payment request, the same shall be deemed to be a breach of the agreement for sale and the Promoter shall be entitled to call upon me/us to rectify the breach by making payment of the outstanding dues along with delay payment charges accrued thereon within a period of 30 (thirty) days. In the event I/we fail to make the payment of the outstanding dues along with delay payment charges accrued thereon within the stipulated period of 30 (thirty) days, the Promoter shall be entitled to cancel the allotment and terminate the agreement for sale in accordance therewith.
- Provided that where the I propose to cancel/ withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the earnest money agreed as 10% of Total Sales Price, where the construction raised is up to the extent of 50% of the construction of the block or building of the said Apartment, or 25% of the Total Sales Price where the construction raised is over 50% of the construction of the block or building of the said Apartment along with non-refundable amounts like brokerage, taxes paid/payable etc. and interest component on delayed payment (payable by the me for breach of agreement and non-payment of any due payable to the Promoter) as per prevalent GST rules etc. The rate of interest payable by the me/us to the Promoter shall be at the rate prescribed in the Rules. The balance amount of money paid by me/us shall be returned by the Promoter to me/us within 90 (ninety) days of such cancellation.
10. I/We understand and agree that in the event of reduction in the carpet area within the defined limit, the Promoter shall refund the excess amounts paid by me/us within 45 (Forty Five) days along with interest at the rate of SBI highest Marginal Cost of Funds based Lending Rate + 2% per annum, from the date when such excess amount was paid by me/us. It is further agreed that in the event of any increase in the carpet area (as per existing laws and regulations provided by competent authorities), the Promoter 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.

11. Upon issuance of the Occupation Certificate by the concerned Authorities, the Promoter shall offer the possession of the Unit to me/us. Subject to force majeure and fulfilment by me/us of all the terms and conditions of the agreement for sale including but not limited to timely payment of the Total Price and other amounts payable in accordance with Payment Plan, stamp duty, registration charges and other charges due and payable by me/us and also subject to me/us having complied with all formalities or documentation as prescribed by the Promoter, the Promoter shall offer the possession of the Unit to me/us on or before _____.
12. Subject to above, in the event the Promoter fails to offer possession of the Unit to me/us within the stipulated time, I/we may either:
- (a) Opt for payment of compensation from the Promoter calculated at the same rate as the delay payment charges over the amount received by the Promoter till date. The payment/ adjustment of any penalty for delayed completion shall be made only at the time of payment of the final instalment due. The penalty for delayed completion is just and equitable estimate of the damages that I/we may suffer and I/we agree that I/we shall not have any other claims/rights whatsoever;
- Or
- (b) Alternatively, I/we may seek termination of the agreement to sale by written intimation to the Promoter. In such an event the Promoter shall be liable to refund to me/us the actual amounts paid by me/us along with interest at the rate of SBI highest Marginal Cost of Funds based Lending Rate + 2% (excluding any interest paid/payable by me/us on any delayed payment and paid up taxes). No other claim, whatsoever, shall lie against the Promoter nor be raised otherwise or in any other manner by me/us.
- I/We may exercise the options contained herein within a period of 30 days from the date of expiry of the date stipulated for offering possession of the Unit failing which I/we shall deemed to have exercised the option contained at (a) above.
13. Upon receipt of the Occupation Certificate under the applicable laws, the Promoter shall issue a written notice ("**Possession Notice**") to me/us requiring me/us to complete the following requirements within 30 (thirty) days of the date of such Possession Notice and complete such other documentary requirements as may be necessary and the Promoter shall, after execution of all such documentation and receipt of all outstanding payments from me/us including all dues payable under the agreement for sale or as may be payable because of any demands of any authority, permit me/us to assume possession of the Unit .
14. I/We understand and agree that the Promoter shall, through a maintenance service agency appointed by it, carry out the maintenance and upkeep of the common areas in the Project for a period as may be specified by the authority or as required under applicable laws until the responsibility for such maintenance is required to be handed over to any association of apartment owners or to any authority, as the case may be. I/We shall be responsible for making the payment of the Maintenance Charges and Interest Free Maintenance Security Deposit.
15. I/We hereby confirm and agree that the Promoter shall be responsible for handing over the building/constructions or infrastructure services and systems, laid out for the said Project, as specified in this Agreement, in typical working order and free from any structural or fundamental defect. Only such defects of workmanship and quality that would in the ordinary course lead to the breakdown, malfunction or failure of building/constructions or infrastructure services and systems shall be covered under Defect Liability. I/We further confirm and agree that the Defect Liability would be

rendered void in case of failure to maintain the technological equipment, materials and processes involved in the services laid out and implemented in the Project and failure to undertake maintenance and upkeep of such services, equipment and systems through appropriately qualified agencies. I/We also agree that the Promoter shall not be responsible in cases where such defect has occasioned on account of unauthorized tampering, mishandling, human error or intervention by a technically unqualified person. Furthermore, I/we agree that the defects that are the result of ordinary wear and tear in due course or which are result of failure by the Government to provide its obligated services, infrastructure, etc., upto and outside the periphery of the Project shall not be covered under Defect Liability.

16. I/We hereby confirm and agree that all fittings, fixtures, apartment level equipment whatsoever like ACs, CP fittings, toilet fixtures, etc., shall be made functional at the time of handing over possession but the maintenance thereof through appropriate AMCs or otherwise shall be the responsibility of the individual apartment owner alone. Intrinsically breakable or degradable items like tiles, stones, wooden items, glass, iron grills, aluminium items, doors, windows and such like shall also not be covered under Defect Liability.
17. I/We acknowledge and agree that despite of all the necessary steps and precautions taken while designing and construction, the concrete slabs/beams may deflect due to self-weight, imposed loading, creep and/or shrinkage phenomenon (inherent properties of concrete), for years after completion of construction. Further, there may be cracks in finishes i.e., flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and due to any renovation work or alterations undertaken by the Promoter or allottee's of other apartments. I/We hereby agree and confirm that I/we shall not hold the Promoter liable for any such defects or claim any compensation from the Promoter in this regard.
18. In case the Promoter accepts my/our Application, I/we hereby undertake and agree to abide by all the terms and conditions as may be prescribed by the Promoter including payment of the sale consideration and execution of agreement for sale and other documents prescribed by the Promoter.

DECLARATION:

I/We confirm and declare that the particulars provided by me/us are true to my/our knowledge and correct to the best of my/our belief. No part of it is false and nothing has been concealed or withheld by me/us therefrom. I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

Thanking you,

Yours faithfully,

Signatures of: **Sole/First Applicant Second Applicant Third Applicant**

Date:

Place:

Note:

- 1) All payments shall be made by demand draft / banker's cheque / cheque payable at _____ or through RTGS/ NEFT based on details provided by the Promoter from time to time. No cash payments or any post-dated payment instruments shall be acceptable.
- 2) In case any cheque comprising Booking Amount is dishonoured due to any reason, the Promoter reserves the right to cancel the booking without giving any notice to the Applicant(s).
- 3) Applications not accompanied by photographs and the particulars mentioned hereinabove of the Applicant(s) shall be considered as incomplete and may be rejected by the Promoter at its sole discretion.
- 4) Documents required at the time of booking:²
 - a. Booking Amount cheque/draft.
 - b. PAN No. & Copy of PAN Card/Undertaking.
 - c. For Companies: Copy of Memorandum and Articles of Association, certified copy of Board Resolution, Form 18 and Form 32.
 - d. For Partnership Firm: Copy of partnership deed, firm registration certificate, consent/authorization from all the partners.
 - e. For Foreign Nationals of Indian Origin: Passport photocopy and funds from their own NRE/FCNR A/c.
 - f. For NRI: Copy of passport and payment through their own NRE/NRO A/c/FCNR A/c.
 - g. One photograph of each Applicant.
 - h. Photocopy of Aadhaar Card of each Applicant.
 - i. Address/Identity Proof: Photocopy of Passport/Electoral Identity Card/Ration Card/Driving Licence/ PIO Card/OCI Card etc.
 - j. If the first applicant is a minor, then proof of age and address of natural guardian to be furnished.

²**All copies of documents wherever required, should be self-attested.**

ANNEXURE-A

DETAILS OF THE APARTMENT

- (1) Unit No. _____
(2) Floor _____
(3) Tower _____
(4) Type _____
(5) Carpet Area _____ sq.mtr./ sq. ft.
(6) Balcony Area _____ sq.mtr./ sq. ft.
(7) Number of car parking space for exclusive use _____

PAYMENT PLAN (Attached): (Please tick appropriate)

Down Payment Plan []

Time Linked Plan []

AMOUNT PAYABLE

	Particulars	Amount payable
i.	Sale Price (SP)	
ii.	Preferential Location Charges (PLC), if applicable	
iii.	Charges towards allocation of car parking for exclusive use	
iv.	Taxes, as applicable	
v.	Total Sales Consideration	

Note: All other amounts towards stamp duty, registration charges as well as administrative charges, as applicable on registration of agreement for sale and conveyance deed shall be extra and payable by the Applicant(s) as and when demanded by the Promoter. Interest Free Maintenance Security and Maintenance Charges, as applicable shall be paid extra.

Signatures of: **Sole/First Applicant** **Second Applicant** **Third Applicant**

FOR OFFICE USE ONLY

1. Application received by _____ on _____ (date)
2. Documents: Complete/Incomplete. (To be completed by _____)
3. Details of Unit proposed to be allotted:
 - a. Unit No. _____
 - b. Floor _____
 - c. Tower _____
 - d. Type _____
 - e. Carpet Area _____ sq.mtr. /sq. ft.
 - f. Balcony Area _____ sq.mtr. /sq. ft.
 - g. Number of car parking space for exclusive use _____
4. PAYMENT PLAN (Attached): (Please tick appropriate)
 Down Payment Plan [] Time Linked Plan []

5. AMOUNT PAYABLE/RATE APPLICABLE

	Particulars	Amount payable
i.	Sale Price (SP)	
ii.	Preferential Location Charges (PLC), if applicable	
iii.	Charges towards allocation of car parking for exclusive use	
iv.	Taxes, as applicable	
v.	Total Sales Consideration	

6. Allied charges as per the terms and conditions of the Application/ Agreement for Sale as applicable
7. Mode of Booking:
 - i) Direct _____ (Ref. if any) _____
 - ii) Channel Partner Name: _____
8. Application: Accepted / Rejected
 (Concerned Team Member/Authorized Signatory)

**** (Sales Team)**

**** (SALES HEAD)**

**If Application is rejected, then please give brief reason and follow up action below.

FOR CRM/SALES ADMINISTRATION OFFICE USE

Check List

1. **Application date** _____

2. **Dealing Executive(s)** _____

3. **Documents completion status:**

a. Booking amount 1 cheque for Rs. _____ cleared on

☐ Less than prescribed amount ☐ Excess to prescribed amount

☐ Equivalent to prescribed amount

Type of Account: ☐ Domestic ☐ NRE ☐ NRO
☐ Foreign

b. Identity Proof : ☐

c. Address Proof : ☐

d. Photographs : ☐

e. Signatures : ☐

4. **Payment Plan (Attached)**

Down Payment Plan ☐ Time Linked Plan ☐

6. **Booking:**

Direct : ☐

Channel : ☐

Reference : ☐

7. **Fit for sending Allotment letter ☐ and Agreement ☐**

Payment Plan