

APPLICATION FORM CUM ALLOTMENT LETTER

To,

SUBJECT: APPLICATION FOR BOOKING OF PLOT/ No. _____ IN THE
_____ AT SECTOR-_____, GURUGRAM, HARYANA
("PROJECT").

Dear Sir,

I/We (also referred to as the "Applicant") wish to apply for allotment of Plot no. _____ having carpet area of _____ sq.mtr. or _____ sq. yrd. in your aforesaid Project (hereinafter referred to as the said "Plot") 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 Plot as well as the car parking space no. _____ to be allocated for exclusive use with the Plot and after having fully satisfied myself/ourselves in all respects, I/we have decided to purchase the said Plot 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 _____

Occupation:

Service ()

Professional ()

Business ()

Student ()

Housewife ()

Any other _____

Residential Status:

Resident ()

Non-Resident ()*

Foreign National of Indian Origin ()*

Others (please specify)

Self Attested
Photograph of Sole/
First Applicant

For VATIKA LIMITED

Authorised Signatory

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

*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 _____

2. SECOND/JOINT APPLICANT (if applicable)

Mr./Ms./M/s. _____

s/w/d of _____

Date of Birth/ Incorporation _____ Nationality _____

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 Plot 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 Plot after fully understanding all the terms and conditions of sale. I/We acknowledge and understand that M/s _____ Limited and M/s _____ are the absolute owners of land admeasuring _____ acres approximately situated in Sector _____, Gurugram (in the revenue estate of village _____, Tehsil and District Gurugram), Haryana and have obtained License no. _____ of 20__ dated _____ from the Director-General, Town and Country Planning, Haryana, Chandigarh ("DGTCP") for development and construction of a *Group housing colony/project name* _____ 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 Plot 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 Area of the Plot shall mean and include the area as mentioned in the layout plans, and shall be subject to permissible change as provided under the Act, and Rules.
7. I/We understand and acknowledge that the Total Price for the said Plot 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 Plot. 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 Plot ("**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 Plot 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 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 Plot 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 development of the Plotted Colony is achieved up to an extent of 50% of the construction of the block of the said Plot, or 25% of the Total Sales Price where the development of the Plotted Colony is over 50% of the construction of the block of the said Plot 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 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 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/Completion Certificate by the concerned Authorities, the Promoter shall offer the possession of the Plot 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 Plot to me/us on or before _____.
12. Subject to above, in the event the Promoter fails to offer possession of the Plot 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 Plot failing which I/we shall deemed to have exercised the option contained at (a) above.
13. Upon receipt of the Occupation Certificate/Completion 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 Plot .
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 plot 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, as laid out for the said Project, as specified in the 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., up to and outside the periphery of the Project shall not be covered under Defect Liability.
16. 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.

For VATIKA LIMITED


Authorised Signatory

ANNEXURE-A

DETAILS OF THE APARTMENT

- (1) Plot No. _____
(2) Floor _____
(3) Tower _____
(4) Type _____
(5) Area _____ sq.mtr./ sq. yrd.

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.	Taxes, as applicable	
iv.	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. Maintenance Charges, as applicable shall be paid extra.

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

For VATIKA LIMITED


Authorised Signatory

FOR OFFICE USE ONLY

1. Application received by _____ on _____ (date)
2. Documents: Complete/Incomplete. (To be completed by _____)

3. Details of Plot proposed to be allotted:

a. Plot No. _____
b. Floor _____
c. Tower _____
d. Type _____
e. Area _____ sq.mtr. /sq. yrd.

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.	Taxes, as applicable	
iv.	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 VATIKA LIMITED

Authorised Signatory

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 []

For VATIKA LIMITED

Authorised Signatory

Payment Plan

For VATIKA LIMITED

Authorised Signatory