

WELCOME HOME

To Vatika Limited, Vatika Triangle, Sushant Lok - 1, Block-A, Mehrauli - Gurgaon Road, Gurgaon - 122 002 Haryana, India Affix your recent Passport Size Photograph

Affix your recent Passport Size Photograph

1st applicant

2nd applicant

Dear Sir / Madam,

I / We, the undersigned, request for the allotment of Residential Apartment(s) in your Apartment Complex known as Vatika City, being developed in village Badshahpur, Tehsil & District Gurgaon (known as Sector 49, HUDA, Gurgaon) under the Down Payment/Installment Payment Plan (strike of whichever is not applicable)

In the event of the Company agreeing to allot an apartment, I / We agree to make down payment / pay further installments of the sale price and the other charges / dues as stipulated in this Application and the Apartment Buyers Agreement and the Payment Plan which have been fully explained to me / us by the Company and have been read & understood by me / us.

I / We further agree to sign and execute the requisite Apartment Buyers Agreement and Tripartite Maintenance Agreement (drafts of which have been seen, read and approved by me/us) as and when desired by the Company on its standard format. I / We, in the meantime have signed and agreed to abide by the indicative terms and conditions of sale attached to this application form.

I / We remit	herewith a sum of Rs.	Rupees _	Rupees	
		vide F	Bank Draft / Cheque No	
Dated	Drawn on		Bank payable at Delhi /	
New Delhi /	Gurgaon towards Earnest / Par	t Earnest Money fo	r the said Apartment(s).	
(All drafts and	d cheques to be made in favour of "	Vatika Limited"	payable at Delhi / New Delhi / Gurgaon.	
However, outsi	tation cheques shall be accepted subj	ect to realisation.)		

I / We further agree to pay further installments of sale price and other charges as stipulated / called for by the Company.



My/Our particulars as mentioned below may be recorded for reference and communications.

1.	Name of Applicant (Sole/First)	Address for Correspondence		
		Pincode		
	Father's/Husband's/ Guardian's Name			
		Your Contact Numbers		
	Address for Correspondence	Office No. (Area)		
		E-mail ID (Area)		
	Pincode	Residence No. (Area)		
	Your Contact Numbers	Mobile No. (Area)		
	Office No. (Area)	Residential Status		
	E-mail ID (Area) Residence No. (Area)	Resident Non Resident Foreign National of Indian Origin		
	The second secon	Nationality Date of Birth (DD/MM/YY)		
	Mobile No. (Area)			
	Residential Status	<u> </u>		
	Resident Non Resident Foreign National of Indian Origin	PAN No. Ward/Circle/Place of Assessment		
	Nationality Date of Birth (DD/MM/YY)			
	3.	Payment Plan opted for		
	PAN No.	Down : : : Special Home : : : Payment : : : Loan Plan : : : : : : : : : : : : : : : : : : :		
	Ward/Circle/Place of Assessment : 4.			
2	Name of Second Applicant	Type : Tower/: : Block No. : :		
		Floor Apartment: No.		
	Father's/Husband's/ Guardian's Name	Street : Super : Area :		
	: : : : : : : : : : : : : : : : : : :	Rate in : :		



5.	Car Parking opted for		Declaration:	
6.	Basement : ::::::::::::::::::::::::::::::::::	Surface:	I/We, the above applicant(s) do herel particulars/information given by me / the best of my/our knowledge and no	us are true and correct to
0.	a) Basic Sale Price in Rs. :	b) Surface Parking Charges d) Club Membership Charges Rs. g) Preferential Location	concealed therefrom. 1. Date / / Place 2.	Yours faithfully pplicant(s) Signature(s) Direct Broker
	specifications other than "Standard"	Charges (PLC), if applicable		Authorised Signatory and stamp
	Total Sale Consideration	-	FOR OF	FICE USE ONLY
	:		1. Application	Accepted Rejected
7.	Interest Bearing Maintenance S		Remarks	
8.	Gas Pipeline	<u> </u>	-	
0				
9.	Electric Meter			g vide Receipt No Dated
10.	Whether Availing Home Loan	Yes No	by Draft/Cheque No Dated (Rupees	of Rs.
	Annoviros		Drown on T	tonk at New Dalki / Dalki / Curron
	Annexures Annexure A Apartment la	rout plan with dimensions	Drawn onP	lank at New Delhi/ Delhi/ Gurgaon.
		yout plan with dimensions ock / tower with the apartment od		Authorised Signatory Dated
	Annexure C Construction	linked installment plan		-
	Annexure D Down payme:			
	Annexure E Specifications	5		

TERMS & CONDITIONS FOR REGISTRATION/ BOOKING/ ALLOTMENT OF AN APARTMENT

The said apartment(s) is / are proposed to be constructed on freehold land being developed by M/s VATIKA LIMITED hereinafter referred to as the 'Company.'

2. ALLOTMENT

1. TITLE

i) The allotment shall be on first come first served basis.

ii) The Applicant(s) shall be required to fill up the Application form and pay the Earnest Money at the time of booking. The final allotment shall be entirely at the discretion of the 'Company' which has the right to reject any application without assigning any reason whatseever.

III) Upon acceptance of the application, the Applicant(s)/ Intending Allottee(s) shall be required to sign the 'Apartment Buyers Agreement' within 10 days from the date of issue of letter of acceptance, falling which the 'Company' shall have every right to cancel the allotment and forfeit the Earnest money and allot/ sell the sald apartment to anyone else or to use it for any purpose it may deem appropriate.

iv) If for any reason the 'Company' is not in a position to allot the apartment / unit applied for, the 'Company' shall be responsible to consider for an alternate apartment and in case of fallure to do so refund the amount deposited without any interest and the 'Company shall not be liable for payment of any compensation on this account whatsoever.

v) in case of NRI allottees, the provisions of F.E.M.A. / R.B.I. guidelines and any other law, as may be prevailing, shall be applicable.

3. PREFERENTIAL LOCATION CHARGES

For preferentially located Apartments, extra charges as applicable and decided by the Company shall be payable by the Applicant(s)/ Intending Allottee(s).

4. LAYOUT & PLANS

That all lay-out, zoning, floor and other plans are tentative and yet to be finally sanctioned by the concerned authorities and the Company shall have the right to effect suitable and necessary changes/ alterations therein, as and when required, which may involve all or any of the changes, such as change in the position of the Apartment, increase of decrease in size, change in floor-plan lay out, change in the number or direction of the said Apartment. If there is any increase or decrease in the super area of the said Apartment within the range of +\- 5% of the original area, then the applicant is obliged to accept the same and pay / refund the increase / decrease in the sale price. Such revised price will be applicable at the original rate per sq. ft of Super Area at which the apartment / unit was booked by the Apartment Allottee(s) herein. However, in the event the variation exceeds +\- 5% of the original super area then the applicant shall have the option to withdraw from the Apartment Buyers Agreement and seek refund of the entire amount paid till date with simple interest of 6% per annum. If for any reason, the Company is not in a position to allot's sell the Apartment applied for by the Applicant(s) Intending Allottee(s), the Company may offer an alternate Apartment to the Applicant(sy) Intending Allottee(s) the Applicant(sy) Intending Allottee(s) the Company will refund the amount deposited by the Applicant(sy) Intending Allottee(s) then without any Interest and compensation on account of the same and the Applicant(sy) Intending Allottee(s) shall not raise any objection to the same.

5. EXTERNAL DEVELOPMENT CHARGES

The External Development Charges (EDC) for the external services to be provided by the Haryana Government as per the present rates have been included in the sale price of the said Apartment and in case there is any increase or revision in the same in future, the same shall be payable by the Applicant(s)/ Intending Allottee(s) without any delay or demur as and when demanded by the Company.

6. TIME IS OF ESSENCE

That timely payment of installments/ balance sale consideration/ security deposits/ charges shall be of essence in respect of this application. This application does not constitute an Agreement to Sell. It shall be incumbent on the Applicant/ intending Allottee(s) to comply with the terms of payment and other terms and conditions of allotment/ sale, as contained in the enclosed Apartment Buyer Agreement. In case the installments are delayed, the Applicant/ Intending Allottee(s) shall pay interest on delayed payments @ 18% per annum compounded at the time of every succeeding installment which shall be calculated from the due date of outstanding payment/ amount. Even then, if the Applicant/ Intending Allottee(s) fall to pay the installment alongwith interest, the Company shall forfeit the amount of earnest money deposited by him/ her/ them and the allotment shall stand cancelled and he/ shet they shall have no lien/ charge/ interest on the said Apartment. The sums, if any, paid over and above the earnest money shall be refunded without any interest by the Company after adjustment of interest on delayed payments, if any, due from the Applicant/ Intending Allottee(s).

7. ESCALATION CAR PARKING

That it is made clear to the Applicant(s)/ Intending Allottee(s) that the per sq. ft. super area price of the said Apartment is firm and escalation free. However, the Applicant(s)/ Intending Allottee(s) shall separately pay for reserved/ dedicated car parking space, if allotted to him/ her/ them for his/ her/ their exclusive use and all other security deposits as mentioned in the Bullder Buyer Agreement. It is made absolutely clear that reserved/ dedicated car parking space allotted to the occupants/ allottees shall not form part of common areas in the said Bullding/ Complex for the purpose of the Declaration which may be filed by the Company under Haryana Apartment Ownership Act, 1983, as amended from time to time. Since the reserved/ dedicated car parking space is an integral amenity of the said Apartment, the Applicant(s)/ Intending Allottee(s) undertake not to self/ transfer/ deal with the same independent of the said Flatf Space.

8. TAXES , LEVIES & CONVEYANCE

(i) All taxes, whether levied or leviable in future, on the land and/ or on the said Apartment shall henceforth be borne by the Applicant(s)/ Intending Allottee(s).

(II) The sale deed shall be executed and got registered in favour of the Applicant(s)/ Intending Allottees within reasonable time after the said Apertment/ Complex has been constructed and after receipt full sale consideration and all other sums/ charges from the Applicant(s)/ Intending Allottee(s). The cost of stamp duty, registration charges etc., as applicable, shall be borne by the Applicant(s)/ Intending Allottee(s).

9. SUBSTITUTION OF NAME

That the Company In its sole discretion may permit substitution of the name of the nominee(s) in place of the Applicant(s)/ Intending Allottee(s) on such terms and conditions and on receipt of such administrative charges as it may deem fit.

10. TRIPARTITE MAINTENANCE AGREEMENT

The Applicant(s)/ intending Allottee(s) agree to enter into a Tripartite Maintenance Agreement, draft of which has been seen and approved by him/ her/ them for the maintenance and upkeep of the common areas and common services in the said Building/ Complex and undertake to pay the maintenance & other charges and security deposits determined and fixed by the Maintenance Company.

11. CORRESPONDENCE

The Applicant(s)/ Intending Allottee(s) shall get his/ her/ their complete address registered with the Company at the time of booking of the Apartment and it shall be his/ her/ their responsibility to inform the Company by Registered Post/ A.D about all

or any subsequent changes, if any, failing which all communications/ notices etc. sent at the first address as stated by the Applicant(s)/ Intending Allottee(s) in the Application shall be deemed to have been received by him/ her/ them. This is without prejudice to the stipulation that the Applicant(s)/ Intending Allottee(s) shall have to strictly comply with the schedule of payment mentioned in the Applicant and the Applicant(s)/ Intending Allottee(s) shall be fully and solely responsible for any default in payment and the consequences that might arise therefrom. The Applicant(s)/ Intending Allottee(s) undertake to abide by all the laws, rules and regulations relating to Haryana Apartment Ownership Act, 1983 or any other laws as may be applicable to the said Apartment/ Building/ Complex.

12. POSSESSION

That the Applicant(s)/ Intending Allottee(s) agree and undertake to take possession of the said Apartment within the time stipulated by the Company in the notice by executing necessary Indemnities, Undertakings, Tripartite Maintenance Agreement and such other documentation as the company may prescribe. If the Applicant(s)/ Allottee(s) fall to take over the Apartment as aforesaid within the time limit prescribed by the Company in its notice, then the said Apartment shall lie at the risk and cost of the Applicant(s)/ Allottee(s) and the Company shall have no liability or concern thereof. Further it is agreed by the Applicant(s)/ Intending Allottee(s) that in the event of his/ her failure to take over the said Apartment in the manner as aforesaid, then the company shall have the option to cancel the Apartment Buyers Agreement or the Company may, without prejudice to its rights under any of the clauses of the said Apartment and at its sole discretion, decide to condone the delay on the condition that the Allottee shall pay to the Company holding charges @ Rs.5.00 (Rupess Five only) per sq. ft. of super area of the said Apartment per month for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the said Apartment till the entire holding charges with applicable overdue interest, if any, at the rates as prescribed in the Apartment Buyers Agreement are fully paid. Delivery of possession by the Company is subject to Force Majeure Clause.

13 JOINT APPLICATIONS

The Applicant(s)/ Intending Allottee(s) declare and affirm that in case of joint allotment failure to pay by anyone shall be deemed as failure to pay by both/all and the joint intending allottee(s) shall be treated as one single person for the purpose of this application and both/all shall be liable for the consequences jointly as well as severally.

14. SALE / ALLOTMENT OF THE APARTMENT

That the allotment/ sale of the said Apartment is entirely at the discretion of the Company and the Company has the right to reject any offer/ application without assigning any reason thereof.

15. APPLICANT'S/INTENDING ALLOTTEE'S COVENANTS

(f) That the Applicant(s)/ intending Allottee(s) have fully read and understood the terms and conditions contained in the draft Apartment Buvers Agreement and the draft Tripartite Maintenance Agreement and undertake to abide by the same.

- (ii) That the Applicant(e)/ Intending Allottee(s) shall comply with all legal requirements for the purchase of immovable property, as may be applicable, after execution of the Apartment Buyer Agreement and sign all applications & forms for the said purpose.
- (iii) The Applicant(s)/ Intending Allottee(s) agree to sign and execute, as and when desired by the Company, the standard Apartment Buyers Agreement, the standard Tripartite Maintenance Agreement and other documents/ papers alongwith all their Annexures, which have been seen and read by the Applicant(s)/ Intending Allottee(s), and agree to abide by the terms conditions as falld down therein.
- (iv) The Applicant(s)/ Intending Allottee(s) has/ have applied for registration/ allotment of an Apartment in the proposed 'Vatika City' being developed in Village Badshapur, Tehsil & District Gurgaon (now known as Sector 49, Gurgaon) with full knowledge and subject to all laws, notifications and rules applicable to the area and the proposed complex, which have been fully explained by the Company and understood by him/ her/ them.
- (v) The Applicant(s)/ Intending Allottee(s) has/ have fully satisfied himself/ herself/ themselves about the right, title and interest of the Company in the land on which the proposed Vatika City is to be developed/ constructed and have understood all limitations and obligations in respect of it and there will be no further investigation or objection from the Applicant(s)/ Intending Allottee(s).
- (vi) That the applicant(s)/ Intending Allottee(s) acknowledge that the Company has readily provided all information/ clarifications as required by hin/ her/ them and he/ she/ they have not relied upon and not influenced by any architects' plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral, estimated facilities/ amenities to be made available or any other data except as specifically represented in this application and the application for purchase of the said Apartment.

16. LOAN FACILITY

 in case the applicant(s)/ Intending allottee(s) wish to avail loan facility for the purchase of apartment applied for, the 'Company' shall extend all possible help without getting involved in any financial commitment. The terms of such loan(s) shall be binding and applicable exclusively upon the allottee(s) only.

ii) In case the allottee(s) opts to pay the agreed price through loan and subsequently the loan is not granted or delayed for any reason whatsoever, the payment to the 'Company', as per schedule, she ensured by the allottee(s), falling which he / she / they shall be governed by the provisions contained in clause no. 6 supra.

17. FORCE MAJEURE

Development & construction of Vatika City/ said Apartment is subject to force majeure clause which includes delay in completion of the project for any reason beyond the control of the Company e.g., non-availability of any building materials, war or enemy action or natural calamities or any act of God etc. In case of delay in delivery of possession as a result of any notice, order, rule, notification of the Govt./ Public or other Competent Authority or any reason whatsoever beyond the control of the Company and any of the aforesaid events, the Company shall be entitled to a reasonable extension of time.

18. JURISDICTION

Gurgaon Courts alone shall have jurisdiction in all matters arising out of or touching and / or concerning this transaction.

DECLARATION

I / We have read and understood the above mentioned terms and conditions, documents referred to therein and agree to abide by the same.

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Date		<u> </u>
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Place		Applicant(s) Signature(s)
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