



Application for Allotment by
Sale of Shops / Commercial Spaces
in Commercial Complex

To,
Vatika Limited
7th Floor, Vatika Triangle
Sushant Lok- 1, Block- A
Mehrauli - Gurgaon Road
Gurgaon - 122002
Haryana, India

Dear Sir/s,

I/We request that I/We may be allotted a Shop/Commercial Space(s) in your proposed Commercial Complex named _____ in Gurgaon under your Down Payment/ Installment Payment/Assured Return Plan (strike off whichever is not applicable).

I/We enclose herewith a sum of Rs. _____ (Rupees _____) by Cheque/Bank Draft No. _____ dated _____ drawn on _____ bank in your favour payable at Delhi/ Gurgaon as booking amount and earnest money.

In the event M/s Vatika Limited (hereinafter referred to as 'The Company') agreeing to allot Shops / Commercial Space(s), I/We agree to pay further installments of sale price and all other dues as stipulated in this Application and in the Builder Buyer Agreement and the Payment Plan as explained to me/us by the company and understood by me/us.

I/We have clearly understood that this Application does not constitute an Agreement to Sell and I/We do not become entitled to the final allotment of Shop(s)/Commercial Spaces notwithstanding the fact that the Company may have issued receipt(s) in acknowledgment of the money tendered with this Application. It is only after I/We sign and execute the Builder Buyer Agreement on the Company's standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the company. If however, I/We withdraw/cancel this Application or I/We fail to execute and return the Builder Buyer Agreement within 15(Fifteen) days from the date of receipt, then the company may at its sole discretion treat my/our application as cancelled and the earnest money paid by me/ us shall stand forfeited. I/We are making this Application with the full knowledge that the building plans for _____ in which the Shop(s) / Commercial Space(s) is located are being obtained from the competent authority.

I/We agree to abide by the terms and conditions of this Application including those pertaining to payment of sale price and other charges, forfeiture of earnest money as laid down herein and the execution of Builder Buyer Agreement within the period stipulated therein.

My/Our particulars are given below for your reference and record



I. Applicant (Sole/First)

Mr./Ms./Mrs. :

.....

S/o/D/o/W/o Mr./Mrs. :

.....

Date of Birth:

.....(D).....(M).....(Y)

Nationality:PAN No. :

(copy enclosed)

Residential Address:

.....Pin Code:

Office Address:

.....Pin Code:

Telephone No. Office:Residence:

Mobile :

Email Id :

Bank Details :

(i) Name of the Bank

(ii) Address of the branch.....

(iii) Bank Account no.....

(iv) MICR Code.....

(v) IFSC/RTGS Code.....

Applicant (Second)

Mr./Ms./Mrs.:

.....

S/o/D/o/W/o Mr./Mrs. :

.....

Date of Birth:

.....(D).....(M).....(Y)

Nationality:PAN No. :

(copy enclosed)

Residential Address:

.....Pin Code:

Affix
your recent
Passport Size
Photograph

1st Applicant

Affix
your recent
Passport Size
Photograph

2nd Applicant

Office Address:

.....Pin Code:

Telephone No. Office:Residence:

Mobile :

Email Id :

Bank Details :

(i) Name of the Bank

(ii) Address of the branch.....

(iii) Bank Account no.....

(iv) MICR Code.....

(v) IFSC/RTGS Code.....

Applicant (Third)

Mr./Ms./Mrs. :

.....

S/o/D/o/W/o Mr./Mrs. :

.....

Date of Birth:

.....(D).....(M).....(Y)

Nationality:PAN No. :

(copy enclosed)

Residential Address:

.....Pin Code:

Office Address:

.....Pin Code:

Telephone No. Office:Residence:

Mobile :

Email Id :

Bank Details :

(i) Name of the Bank

(ii) Address of the branch.....

(iii) Bank Account no.....

(iv) MICR Code.....

(v) IFSC/RTGS Code.....

Affix
your recent
Passport Size
Photograph

3rd Applicant

OR

M/s..... a partnership firm constituted under The Indian Partnership Act, 1932 (Copy of the Partnership Deed enclosed) having its place of business at..... through its partner Shri / Smt..... authorized by letter of authority dated (copy enclosed) PAN No:..... (copy enclosed).

OR

M/s..... a Company registered under The Companies Act, 1956, having its registered office at..... and corporate office at..... through its duly authorized signatory Shri / Smt..... authorized by a resolution passed by the Board of Directors (A copy of the Board Resolution, Memorandum & Articles of Association as well as Certificate of Incorporation of the company enclosed). PAN No: (copy enclosed).

Bank Details

- (i) Name of the Bank.....
(ii) Address of the branch.....
(iii) Bank Account no.....
(iv) MICR Code.....
(v) IFSC/RTGS Code.....

2. Details of Shop(s) / Commercial Space(s)

Unit No..... Floor..... Super Area.....sq ft
Name of Building.....

3. Payment Plan:

Down Payment [] Installment [] Assured Return []

* Monthly Rent/ Commitment @ Rs..... Rupees..... per sq ft super area per month.

Declaration

I/ We the applicants do hereby declare that this Application is irrevocable and that the above particulars/ information given by me/us are true and correct and nothing has been concealed therefrom. I/We have read and signed all pages of this Application form and Payment plan.

Yours Faithfully,

Date :

Place :

Signature of the 1st Applicant

Signature of the 2nd Applicant

Signature of the 3rd Applicant

Checklist

Tick [✓]

- 1. Booking amount cheques / DD.
2. Customer's signature on all pages of the application form and payment plan.
3. Copy of PAN card / Form 60 / Undertaking.
4. Address proof.
5. One passport size colour photograph of each applicant.
6. For Companies : Certified copy of Board Resolution, Memorandum & Article of Association and Certificate of Incorporation.
7. For Partnership Firm : Partnership Deed and authorization by all partners in favour of the applicant to purchase
8. For NRI : Passport copy & payment is to be through NRE / NRO A/c.

FOR OFFICE USE

Booking done by: Direct [] Through Agent []

Broker's Name, Address:

Code No.:

1. Details of Shop / Commercial Space Allotted

Unit No..... Floor..... Super Area..... sq ft

Name of Building:.....

Block/ Tower:..... Parking No:.....

2. Sale Consideration

a) Basic sale price Rs..... per sq ft Total:.....

b) Fit out (if any) Rs..... per sq ft Total:.....

c) Parking Charges (if any) Rs. Total:.....

d) PLC (if any) Rs..... Total:.....

e) Additional Charges, if any Rs..... Total:.....

Total Sales Consideration (a+b+c+d+e): Rs.....

Maintenance Charges.....

Payment Plan

a) At the time of booking.....

b) Within 60 days from the date of booking.....

c) Total Sale Consideration.....

Interest Free Maintenance Security Deposit (IFMSD): Rs.....

Name of Receiving Officer:..... Signature:.....

Dated:dd.....mm.....yy For Vatika Limited

Witness..... Authorized signatory

Allotment of Shops(s)/ Commercial Space(s) in Commercial Complex
VATIKA _____, [name of project]

The terms and conditions given below are of indicative nature with a view to acquaint the applicant (hereinafter referred to as 'Intending Allottee') with the Terms and conditions as may be comprehensively set out in the Builder Buyers' Agreement which upon execution shall supersede the terms and conditions as set out in this application. The Intending Allottee shall sign all the pages of this Application in token of his/her acceptance of the same.

1. The Intending Allottee(s) agrees that he/she has applied for allotment of a Shop(s)/Commercial Space(s) with full knowledge of all the laws/notifications and rules applicable to the area in general and VATIKA _____ [name of project] (hereinafter referred to as 'Complex') in particular which have been explained by the Company and understood by him/her.
2. The Intending Allottee(s) has satisfied himself/ herself about the interest and title of the Company in the land on which the said Complex is being constructed and has understood all limitations and obligations in respect thereof. The Intending Allottee(s) agree that there will not any further investigations or objections by him/her in this respect.
3. The Intending Allottee(s) agrees that he/she shall pay the price of the Shops/ Commercial Space(s) and other charges calculated on the basis of super area which is understood to include pro rata interest of the common areas in the Complex only. It is further understood and agreed by the Intending Allottee(s) that the calculation of super area of the Commercial Space(s) given in this application is tentative and subject to change upon approval of final building plan(s). The definition of super area of the Shop(s)/ Commercial Space(s) shall be more clearly defined in the Builder Buyers' Agreement and the Intending Allottee(s) agree(s) to accept the same and upon execution of that agreement the method of calculation of super area stated therein shall become binding on both the parties.
- 4.1 The Company has calculated the total price payable by the Intending Allottee for the said Shop(s)/ Commercial space(s) on the basis of its super area which comprises of the Shop(s) / Commercial space(s) area and the proportionate undivided share in the common areas and facilities within the said Complex only. In addition though not forming a part of the computation of super area for which price is charged, the Intending Allottee shall have the ownership of undivided proportionate share of the land underneath the footprint of the building of the said complex only calculated in the ratio of super area of his/her shop(s)/ Commercial Space(s) to the total super area of all the Shop(s)/Commercial space(s) in the Complex only. The Intending Allottee confirms and represents that he/she has not made any payment to the Company in any manner whatsoever and that the Company has not indicated/ promised/ represented/ given any impression of any kind in an explicit or implicit manner whatsoever, that the Intending Allottee shall have any right, title or interest of any kind whatsoever in any land, building, common areas, facilities and amenities falling outside the land underneath the said Complex save and except the use of common areas (for the purposes of direct exit to a nearest public street/ nearest road only) to be identified by the Company in its sole discretion and such identification by the Company in its plans now or in future shall be final, conclusive and binding on the Intending Allottee.
- 4.2 It is made clear by the Company and agreed by the Intending Allottee that all right including the ownership thereof of land(s), facilities and amenities (other than those within the said Building and the land underneath the said building only), shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further right in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government / semi Government, any other authority, body, any person, institution, trust and/or any local body(ies) which the Company may deem fit in its sole discretion. The Company relying on this specific undertaking of the Intending Allottee in the application may agree to allot the Shop(s) / Commercial Space(s) and this undertaking shall survive through out the occupancy of the commercial space(s) by the Intending Allottee, his/her legal representatives, successors, administrators, executors, assigns etc.
- 4.3 The Commercial Space along with the Said Building in which the Said Commercial Space is located may be subject to the provisions of the Haryana Apartment Ownership Act, 1983 or any such other statutory enactment or modifications as and when brought into force. The common areas and facilities and the undivided interest of each Commercial Space owner in the common areas and facilities as specified by the Company in the declaration which may be filed by the Company in compliance of Haryana Apartment Ownership Act, 1983 shall be conclusive and binding upon the Commercial Space owners and the Intending Allottee agrees and confirms that his/her right, title and interest in the said Commercial Space shall be limited to and governed by what is specified by the Company in the said declaration and in no manner shall confer any right, title or interest in any lands, facilities, amenities and building outside the land underneath the footprint of the said Building in which the said Commercial Space is located and the Company shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same to any one and in any manner at its sole discretion and the Intending Allottee shall have no claim whatsoever of any sort therein. The Intending Allottee undertakes to join any society/association of the Commercial Space owners and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose.
- 4.4 It is made clear by the Company and specifically understood by the Intending Allottee that the Company may in its sole discretion and for the purpose of complying with the provisions of Haryana Apartment Ownership Act, 1983 or any other applicable laws substitute the method of calculating the proportionate share in the ownership of the land underneath the footprint of the said building and/ or common areas and facilities as may be described by the Company in its sole discretion in any declaration, by calculating the same ratio of his/her Commercial Space's value to the total value of the said Building(s) Project/ scheme, as the case may be, and that the Intending Allottee agrees not to raise any objections in this regard.
5. The Intending Allottee hereby agrees to pay additionally as preferential location charges (if applicable) for preferential location as described in this Application and in a manner and within the time as stated in the payment plan. However, the Intending Allottee has specifically agreed that if due to any change in the layout/building plan, the said Shop(s) Commercial Space(s) ceases to be in a preferential location, the Company shall be liable to refund only the amount of preferential location charges paid by the Intending Allottee and such refund shall be adjusted in the last installment as stated in the payment plan. If due to any change in the layout/building plan, the Shop(s)/ Commercial Space(s) becomes preferentially located, then the Intending Allottee shall be liable and agrees to pay as demanded by the Company additional preferential location charges as stated in the payment plan.
6. The payment of all statutory dues including EDC and IDC have been factored in the total Price of the Said Shop(s)/ Commercial Space(s). Any enhancement in the same or any other such statutory dues by whatever name called, even with retrospective effect, shall be payable by the Intending Allottee in proportion to the super area of the Said Shop(s)/ Commercial Space(s) to the total area of all such units subjected to such EDC/ IDC. The pro rata demand made by the Company to the Intending Allottee with regard to such dues shall be final and binding. If the same is not paid within the stipulated time, such default shall be treated as non payment of the charges as per the Application/Agreement and the Company shall be entitled to cancel the Allotment/ Agreement and forfeit the Earnest Money along with the Non Refundable Amounts.

7. The Intending Allottee also agrees to pay all Govt. rates, cesses, charges, property tax, wealth tax or taxes of all and any kind by whatever name called, whether levied, or leviable now or in future, as the case may be from the date of this application in proportion to the super area of the Shop(s)/Commercial Space(s) prior to the execution of the sale deed. If such charges are increased (including with retrospective effect) after the sale deed has been executed then these charges shall be treated as unpaid sale price of the Shop(s)/ Commercial Space(s) and the Company shall have lien on the Shops)/ Commercial Space(s) and the Company shall have lien on the said Shop(s)/ Commercial Space(s) of the Intending Allottee for the recovery of such charges. In case the property tax is assessed separately in respect of the individual Shop(s)/ Commercial Space(s), then the Intending Allottee shall pay the said tax directly to the concerned authority.
8. The Intending Allottee agrees that car parking spaces, if allotted shall be an integral part of the Commercial Space applied herein and the Intending Allottee shall not be entitled to sell/deal with the car parking space(s) independent of the Commercial Space. All clauses of this application and Builder Buyer's Agreement pertaining to allotment, cancellation etc. shall apply mutatis mutandis to the said parking space(s) wherever applicable. It has been made clear to the Intending Allottee that the reserved car parking space as set out in Payment Plan, allotted to him/her for exclusive use is limited common area appurtenant to his/her Commercial Space and reserved for his/her use only to the exclusion of other occupants in Complex. The Intending Allottee hereby undertakes that he/she shall not make any claim whatsoever on the reserved parking space(s) allotted to other occupants in the Complex. As reserved parking space is an integral amenity of the Shop(s)/ other Commercial Space(s), the Intending Allottee undertakes not to sell/transfer/deal with the reserved parking space independent of Shop(s)/ Commercial Space(s).
9. The Company and the Intending Allottee hereby agree that the Earnest Money for the purpose of this application and Builder Buyers' Agreement shall be 10% (Ten percent) of the total consideration of the said shop(s) / commercial space(s). The Intending Allottee hereby authorizes the Company to forfeit the earnest money along with other non-refundable amounts e.g. interest on delayed payments, interest on installments, brokerage, etc. in case of non-fulfillment of the terms and conditions herein contained and those of the Builder Buyers' Agreement.
10. The payment on or before due date, of sale price and other amounts payable by the Intending Allottee as per the payment plan accepted by the Intending Allottee or as demanded by the Company from time to time is the essence of this application and the Builder Buyer's Agreement.
11. It is specifically made clear by the Company and understood by the Intending Allottee that there shall be restrictive guidelines/covenants regarding interior fit outs in the Builder Buyer's Agreement and no conveyance deed shall be executed in case of any guideline(s) of non completion of interior fit outs or in such regard not being adhered to by the Intending Allottee.
12. It shall be incumbent on the Intending Allottee to comply with the terms of payment and/or other terms and conditions of the Builder Buyers' Agreement failing which he/she shall forfeit to the Company the entire amount of earnest money, along with non-refundable amounts e.g. interest on delayed payment etc. and the allotment/ Builder Buyers' Agreement shall stand cancelled and the Intending Allottee shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Shop(s)/ Commercial Space(s) along with parking space(s). The Company shall thereafter be free to resell and/or deal with the Said Shop(s)/ Commercial Space(s) in any manner whatsoever at its sole discretion. The amount(s), if any, paid over and above the earnest money & other refundable amounts would be refunded to the Intending Allottee by the Company only after realizing such amounts to be refunded on resale but without any interest or compensation of whatsoever nature. The Company shall have the first lien and charge on the Said Shop(s) other Commercial Spaces(s) for all its dues payable by the Intending Allottee to the Company.

Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Intending Allottee in not making payments as per the payment plan but on the condition that the Intending Allottee shall pay to the Company interest which shall be charged for the first ninety (90) days from the due date @ 15% per annum and for all periods exceeding first ninety(90) days after the due date @ 18% per annum.

13. The Company may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Intending Allottee to get the name of his nominee substituted in his place subject to such terms and conditions and charges as the Company may impose. The Intending Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the Intending Allottee that as understood by the Company at present there are no executive instructions of the competent authority to restrict any nomination / transfer/ assignment of the Shop(s)/ Commercial Spaces. However, in the event of any imposition of such executive instructions at any time after the date of this Application to restrict nomination/ transfer/ assignment of the Shop(s)/ Commercial Space(s) by any authority, the Company will have to comply with the same and the Intending Allottee has specifically noted the same.
14. The Intending Allottee hereby covenants with the Company to pay from time to time and at all times, the amounts which the Intending Allottee is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the Company and its agents and representatives, estate and effects indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non payment, non-observance or non performance of the said covenants and conditions by the Intending Allottee.
15. It is abundantly made clear that in respect of all remittances/acquisitions/transfers of the said Shop(s)/Commercial Space(s) it shall be the sole responsibility of non resident/ foreign nationals of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve bank of India or any other applicable law and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this application or Builder Buyers' Agreement. All remittances shall be made by way of cheque/demand drafts payable at Gurgaon. The Company shall not be responsible towards any third party making payment/remittances on behalf of any intending Allottee and such third party shall not have any right in the Application/Allotment of the said Commercial Spaces herein in any way. Any refund, transfer of security if provided in terms of the Builder Buyer's Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Intending Allottee understands and agrees that in the event of any failure on his/her part to comply with the prevailing exchange control guidelines issued by the reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange management Act, 1999 as amended from time to time. The Intending Allottee shall keep the Company fully indemnified and harmless in this regard. The Company accepts no responsibility in this regard.
16. It is clearly understood and agreed by the Intending Allottee that the Company has the absolute and unrestricted right over all the signage areas for Display Board, Hoardings, Illuminated signboards, neon Sign, etc. in the atrium, lift lobbies, corridors, basements, parking spaces front and rear façade of the Building and has absolute authority to deal with the same in any manner whatsoever.

17. The Intending Allottee hereby agrees to comply with all the Laws as may be applicable to the Said Shop(s)/ other Commercial Space(s) including but not limited to the provisions of Environment Protection Act, 1986, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and their Rules, Notifications etc. in respect of his Said Shop(s)/ Commercial Space(s) and the Intending Allottee shall always remain solely responsible for the consequence of non compliance of the aforesaid Acts/Rules.
18. The Intending Allottee shall inform the Company in writing any change in the mailing address mentioned in this Application failing which all demands, notices etc. by the Company shall be mailed to the address given in this Application and deemed to have been received by the Intending Allottee. In case of joint Allottees, all communication shall be sent to the first named Allottee in this Application.
19. The Intending Allottee agrees that the sale of the premises is subject to force majeure clause which inter alia include delay on account of non availability of steel and/or cement or other building materials, or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, civil commotion or by reason of war or enemy action or terrorist action or earthquake or any act of God or if non delivery of possession as a result of any notice order, rule or notification of the government and/or any other public or competent authority or for any other reason beyond the control of the Company and in any of the aforesaid events the Company shall be entitled to a reasonable extension of time for delivery of possession of the said premises.

The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of the Company so warrant the Company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the Intending Allottee for the period of suspension of scheme.

In consequence of the Company abandoning the scheme, the Company's liability shall be limited to the refund of the amount paid by the Intending Allottee(s) without any interest or compensation whatsoever.

20. The Company reserves the right to transfer ownership of the said Complex in whole or in parts to any other entity such as Partnership firm, Body Corporate(s), Association or agency by way of sale/disposal/or any other arrangement as may be decided by the Company in its sole discretion and the Intending Allottee agrees that he/she shall not raise any objection in this regard.
21. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the Said Commercial Space shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers/assignees/nominees of the said commercial space as the said obligations go along with the said commercial space for all intents and purposes.
22. All or any disputes arising out or touching upon or in relation to the terms of this Application and/or Builder Buyers' Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at Gurgaon by a sole arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon the parties. The Intending Allottee hereby confirms that he/she shall have no objection to this appointment even if the person so appointed, as Arbitrator is an employee or advocate of the Company or is otherwise connected to the Company and the Intending Allottee confirms that notwithstanding such relationship/connection, the Intending Allottee shall have no doubts as to the independence or impartiality of the said Arbitrator. The Courts at Gurgaon alone shall have the jurisdiction.
23. That for all intents and purposes and for the purpose of the terms and conditions set out in this Application, singular includes plural and masculine includes the feminine gender.

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in the Builder Buyers' Agreement which shall supersede the terms and conditions set out in this application. I/We are fully conscious that it is not incumbent on the part of the Company to send us reminders/notices in respect of our obligations as set out in this application and/or Builder Buyers' Agreement and I/We shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and conditions contained in this Application and/or Builder Buyers' Agreement. I/We have sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the Company, I have now signed this Application form and paid the monies thereof fully conscious of my liabilities and obligations including forfeiture of earnest money as may be imposed upon me. I/We further undertake and assure the Company that in the event of cancellation of my/our provisional and/or final allotment either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided in this Application. I/we shall be left with no right, title, interest or lien on the Shop(s)/Commercial Space(s) applied for and finally allotted to me/us in any manner whatsoever.

Date:
Place :

.....
Signature of the Intending Allottee(s)