

APPLICATION FORM



To
Vatika Landbase Pvt. Ltd.
7th Floor, Vatika Triangle
Sushant Lok- 1, Block - A
Mehrauli - Gurgaon Road
Gurgaon - 122002
Haryana, India

Dear Sir / Madam,

I / We, the undersigned, request for the allotment of Residential Flat(s) in your proposed Row Housing known as Urban Woods, being developed in Vatika Infotech City, at Ajmer Road, Jaipur under the Down Payment / Instalment Payment Plan/ Home Loan Linked Payment Plan/ Cash Down Payment Plan. (Strike off whichever is not applicable).

In the event of the Company agreeing to allot a Flat, I / We agree to make down payment / pay further instalments of the sale price and the other charges / dues as stipulated in this Application form 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, 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 _____)
vide Bank Draft / Cheque No. _____
Dated _____
Drawn on _____
Bank payable at Delhi NCR/Jaipur towards earnest money/ part earnest money for the said Flat(s). (All drafts and cheques are to be made in favour of "Vatika Landbase Pvt. Ltd.") payable at Delhi NCR/Jaipur. However, outstation cheques shall be accepted subject to realisation.)

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

Signature (1st Applicant) _____

Signature (2nd Applicant) _____

1. Details of Flat to be purchased

Flat No..... Floor..... Avenue/Street.....

Urban Woods

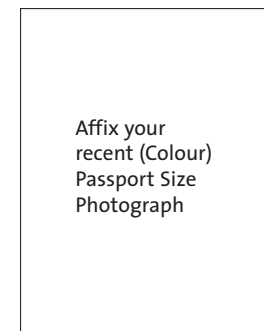
Super Area.....

Rate in Rs./Sq.ft P.L.C.



Affix your
recent (Colour)
Passport Size
Photograph

1st Applicant



Affix your
recent (Colour)
Passport Size
Photograph

2nd Applicant

2. Payment Plan opted for

Construction Linked Payment Plan _____
Down Payment Plan _____
Home Loan Linked Payment Plan _____
Cash Down Payment Plan _____

2A. Construction Linked Payment Plan

a. At the time of Booking (_____) 15% of (B.S.P. + P.L.C) : Rs. _____
b. _____ 10% of (B.S.P. + P.L.C) : Rs. _____
c. Casting of foundation 15% of (B.S.P. + P.L.C) : Rs. _____
d. Casting of Ground Floor Roof Slab 15% of (B.S.P. + P.L.C) : Rs. _____
e. Casting of First Floor Roof Slab 10% of (B.S.P. + P.L.C) : Rs. _____
f. Casting of Second Floor Roof Slab 10% of (B.S.P. + P.L.C) : Rs. _____
g. Completion of Plaster Work 10% of (B.S.P. + P.L.C) : Rs. _____
h. Completion of Flooring Work 10% of (B.S.P. + P.L.C) : Rs. _____
i. Final Handing Over 05% of (B.S.P. + P.L.C)
+Other applicable charges: Rs. _____

Total Sale Consideration (a+b+c+d+e+f+g+h+i): Rs. _____

2B. Down Payment Plan

a. At the time of Booking 15% of (B.S.P. + P.L.C) : Rs. _____
b. _____ 80% of (B.S.P. + P.L.C) : Rs. _____
c. Final Handing Over 05% of (B.S.P. + P.L.C)
+Other applicable charges : Rs. _____

Total Sale Consideration (a+b+c): Rs. _____

2C. **Home Loan Linked Payment Plan**

- a. At the time of Booking 25% of (B.S.P. + P.L.C) : Rs. _____
- b. _____ 70% of (B.S.P. + P.L.C) : Rs. _____
- c. Final Handing Over 05% of (B.S.P. + P.L.C)
+Other applicable charges: Rs. _____

Total Sale Consideration (a+b+c): Rs. _____

2D. **Cash Down Payment Plan**

- a. At the time of Booking 95% of (B.S.P. + P.L.C): Rs. _____
- b. Final Handing Over 05% of (B.S.P. + P.L.C)
+Other applicable charges: Rs. _____

Total Sale Consideration (a+b): Rs. _____

3. **Summary of Other Applicable Charges (in Rs.)**

- a. Basic Sale Price (RATE + P.L.C) in Rs.
- b. Other Charges.....

Total Sale Consideration (a+b)

- 4. **I.B.M.S**.....
- 5. **Club Membership**.....
- 6. **Car Parking**.....

Signature (1st Applicant) _____

Signature (2nd Applicant) _____

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

- 1. Name of Applicant (Sole/First)
- Father's/Husband's/Guardian's Name
- Address for Correspondence
- Pincode

Your Contact Numbers

- a. Office No.
- b. Fax No.
- c. Residence No.
- d. Mobile No.
- e. E-Mail

Residential Status

Resident Non-Resident Foreign National of Indian Origin

Date of Birth (DD/MM/YY)

PAN No.

Ward/Circle/Place of Assessment

- 2. Name of Second Applicant
- Father's/Husband's/Guardian's Name
- Address for Correspondence
- Pincode

Your Contact Numbers

- a. Office No.
- b. Fax No.
- c. Residence No.
- d. Mobile No.
- e. E-Mail

Residential Status

Resident Non-Resident Foreign National of Indian Origin

Date of Birth (DD/MM/YY)

PAN No.

Ward/Circle/Place of Assessment

DECLARATION:

I / We, the above applicant(s) do hereby declare that the above particulars / information given by me / us are true and correct to the best of my / our knowledge and no material fact has been concealed therefrom.

Yours faithfully

Date: _____

1. _____

Place: _____

2. _____

Applicant(s) Signature(s)

Booked Through:

Direct Broker

.....

Authorised Signatory and stamp

TERMS & CONDITIONS FOR REGISTRATION/ BOOKING/ ALLOTMENT OF A FLAT

1. TITLE

The said Flats(s) is/ are proposed to be constructed on perpetual leasehold land being developed by M/s VATIKA LANDBASE PVT. LTD. hereinafter referred to as the 'Company'.

2. ALLOTMENT

- 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 whatsoever.
- iii) Upon acceptance of the application, the Applicant(s)/ Intending Allottee(s) shall be required to sign the 'Flat Buyers Agreement' within 15 days from the date of issue of letter of acceptance, failing which the 'Company' shall have every right to cancel the allotment and forfeit the Earnest money and allot/ sell the said Flats 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 Flat / unit applied for, the 'Company' shall be responsible to consider for an alternate Flat and in case of failure 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 Flats, extra charges as applicable and decided by the Company shall be payable by the Applicant(s)/ Intending Allottee(s).

4. LAY OUT & 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 flat, increase/ decrease in size, change in floor-plan lay out, change in the number or direction of the said Flat. If there is any increase or decrease in the super area of the said Flats within the range of + \ - 10% 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 Flats / unit was booked by the Flats Allottee(s) herein. However, in the event the variation exceeds + \ - 10% of the original super area then the applicant shall have the option to withdraw from the Flats Buyers Agreement and seek refund of the entire amount paid till date with simple interest of 8% per annum. If for any reason, the Company is not in a position to allot/ sell the Flats applied for by the Applicant(s)/ Intending Allottee(s), the Company may offer an alternate Flats to the Applicant(s)/ Intending Allottee(s) and in case the same is not acceptable to the Applicant(s)/ Intending Allottee(s), the Company will refund the amount deposited by the Applicant(s)/ Intending Allottee(s) to his/her/ them without any interest and compensation on account of the same and the Applicant(s)/ Intending Allottee(s) shall not raise any objection to the same.

5. EXTERNAL DEVELOPMENT CHARGES (E.D.C)

The External Development Charges (E.D.C.) for the external services to be provided by the Rajasthan Government as per the present rates have been included in the sale price of the said Flats 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 Flats 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) fail 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/ she/ they shall have no lien/ charge/ interest on the said Flats. 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. 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 Flats 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 Flat 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 Building/ Complex. Since the reserved/ dedicated car parking space is an integral amenity of the said

Flats, the Applicant(s)/ Intending Allottee(s) undertake not to sell/ transfer/ deal with the same independent of the said Flat/ Space.

8. TAXES, LEVIES & CONVEYANCE

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

The sale deed shall be executed and got registered in favour of the Applicant(s)/ Intending Allottees within reasonable time after the said Flats/ 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, 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. The Tripartite maintenance agreement shall be uniformly applicable to all the flat buyers of the Urban Woods and the maintenance charges shall be determined by the maintenance company on the basis of actual cost incurred and the service charge of service providers.

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 Flats 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 Application 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 Flats Ownership Act or any other laws as may be applicable to the said Flats/ Building/ Complex.

12. POSSESSION

That the Applicant(s)/ Intending Allottee(s) agree and undertake to take possession of the said Flats 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) fail to take over the Flats as aforesaid within the time limit prescribed by the Company in its notice, then the said Flats 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 Flats in the manner as aforesaid, then the company shall have the option to cancel the Flats Buyers Agreement or the Company may, without prejudice to its rights under any of the clauses of the said Agreement and at its sole discretion, decide to condone the delay on the condition that the Allottee shall pay to the Company holding charges @ Rs.10 (Rupees Ten only) per sq. ft. of super area of the said Flats per month for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the said Flats till the entire holding charges with applicable overdue interest, if any, at the rates as prescribed in the Flats 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 FLATS

Company has the right to reject any offer/ application without assigning any reason thereof.

15. APPLICANT'S/ INTENDING ALLOTTEE'S COVENANTS

(i) That the Applicant(s)/ Intending Allottee(s) have fully read and understood the terms and conditions contained in the draft Flats Buyers Agreement and the draft Tripartite Maintenance Agreement and undertake to abide by the same.

(ii) That the Applicant(s)/ Intending Allottee(s) shall comply with all legal requirements for the purchase of immovable property, as may be applicable, after execution of the Flats 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 Flats 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 laid down therein.

(iv)The Applicant(s)/ Intending Allottee(s) has/ have applied for registration/ allotment of an Flats in the proposed 'Vatika Infotech City' being developed at the Jaipur-Ajmer expressway , district Jaipur, Rajasthan 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 Infotech 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 him/ 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 applicant(s)/ Intending Allottee(s) has/ have relied solely on his/ her/ their own judgement in deciding to make the application for purchase of the said Flats.

16. FORCE MAJEURE

Development & construction of Vatika Infotech City/ said Flats 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.

17. JURISDICTION

Gurgaon/Delhi 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.

Signature(s): 1. _____

2. _____

Name of the Applicant(s): 1. _____

2. _____

Place: _____

Date: _____