



# Application Form

For Provisional allotment of Shop/space in  
**VIHAAN SHOPPING PLAZA**



To

Date:.....

**M/s. BHAGWATI CONTRACTORS**

G-195/196, Prashant Vihar  
New Delhi-110085  
Website: www.thevihaangroup.com  
Email: info@thevihaangroup.com

Dear Sir,

I/We hereby apply for provisional allotment of a Shop as described below in your upcoming project **“VIHAAN SHOPPING PLAZA”, at P/CS-1, P-BLOCK, SECTOR-12, PRATAP VIHAR, GHAZIABAD(UP)**, Which is allotted to you by GDA under **“Pratap Vihar Yojna P Block”**.

I/We am/are fully aware that the plot is allotted to you by GDA on Free Hold Basic and Free Hold right shall be subject to Scheme Broucher Conditions & sale deed execution from GDA.

**MY/OUR PARTICULARS ARE GIVEN BELOW FOR YOUR REFERENCE AND RECORD:**

**1. SOLE OR FIRST APPLICANT**

Mr./Mrs./Ms. ....

S/W/D of .....

Nationality ..... Age ..... Years.....

Date of Birth ..... Profession/Service .....

Residential Status:  Resident  Non-Resident  Foreign National of India Origin

Income Tax Permanent Account No.....

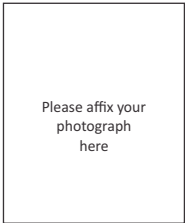
Mailing Address .....

Telephone Nos..... Mobile No..... Fax No.....

Designation, Office Name & Address .....

.....

Tel. Nos..... E-Mail ID .....



**2. SECOND APPLICANT**

Mr./Mrs./Ms. ....

S/W/D of .....

Nationality ..... Age ..... Years.....

Date of Birth ..... Profession/Service .....

Residential Status:  Resident  Non-Resident  Foreign National of India Origin

Income Tax Permanent Account No.....

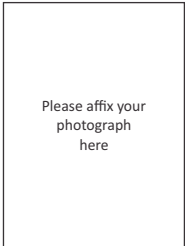
Mailing Address .....

Telephone Nos..... Mobile No..... Fax No.....

Designation, Office Name & Address .....

.....

Tel. Nos..... E-Mail ID .....



## Details of Shop

Shop No	Floor				Size in Sq. ft.	
	Lower	Upper	First	Second	Super	Carpet

### Payment Plan: -

FLEXI PAYMENT PLAN
  50-50 PAYMENT PLAN
  .....

Cost Of Shop				
S. No	Particulars	Rate	Area/Particulars	Amount (Rs.)
1	Basic Sale Price (BSP)		x	=
2	Free Hold Charges		x	=
3	External Electrification Charges		x	=
4	Fire Fighting Charges		x	=
5	PLC _____% on Price List Basic Price		x	=
6	Any Other		x	=
Amount in Words ₹.....			Total Amount	
.....			GST	Additional as per Govt. Norms

### Note :

- I/We acknowledge and accept to pay Rs. 25000/- Per KVA Power Backup Installation Charges, Rs. 25000/- Per KVA Meter Charges and Rs. 100/- per Sq. ft. (super Area) as IFMS, at the time of offer of possession.
- Payment to be made by way of A/c Payee Cheque/Demand Draft in favour of "Bhagwati Contractors".
- Cost does not include any covered Car/Bike/Scooter/four wheeler/two wheeler Parking.

Signature of applicant(s).....

### DECLARATION

I/We, the applicant (s) do hereby declare that my /our application of registration for allotment of the Shop by the company/firm is irrevocable and that above particulars/information given by me/ us are true and correct and nothing has been concealed there from.

Place :

Yours Faithfully

Date :

Signature of Applicant(S)

## FOR OFFICE USE ONLY

### RECEIVING OFFICE:

Name..... Signature..... Date.....

### ACCEPTED/REJECTED APARTMENT DETAILS

Unit No..... Type ..... Floor No ..... Tower No .....

Saleable Area..... sq. sq. following addiges to be paid as per Constructed Payment Plan Flexi Payment Plan Down Payment Plan Special Payment Plan .

VC.....

DC.....

CC.....

### PAYMENT DETAILS

(a) BSP @ Rs..... (b) Addiges.....

(C) Other Charges (if any)..... (d) GST.....

(e) Total Amount payable for apartment together with all other charges Rs..... **Payment received**

vide Cheque / DD / Pay order No..... Dated..... Drawn on.....

for Rs. .... (Rupees..... only) Provisional

Booking Receipt No. .... Dated..... **Remarks:**.....

**BOOKING: DIRECT THROUGH SALES ORGANISER Sales Organiser's Name & Address**.....

Sales Organiser's Stamp with Signature:

### Check List for Receiving Officer:

- Booking Amount vide Cheque/ Dra
- Customer's Signature on both the pages of the applicaorm
- PAN No. & copy of PAN Card/Undertaking Form No. 60
- For Companies: Memorandum & ArCeropy of Board Resolu
- For Foreign Naassport photocopy & NRE/FCNRA/c
- For NRI: Copy of Passport & NRE/NRO A/c

Sales Organizer

Received by:

Checked by :

Approved by:

CRM

CRM Accounts

Director



LOWER GROUND FLOOR

UPPER GROUND FLOOR

FIRST FLOOR

## INDICATIVE TERMS AND CONDITIONS FOR ALLOTMENT OF A SHOP IN "VIHAAN SHOPPING PLAZA" AT P/CS-1, P-BLOCK, SECTOR-12, PRATAP VIHAR, GHAZIABAD (UP)

### TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR THE ALLOTMENT OF SHOP IN THE PROJECT :

Whereas the right of the intending allottee(s) will be restricted up to allotment of Shop in Shopping Complex Plot mentioned hereinabove on the following terms and conditions relating only to the above said Shopping Complex to be constructed thereon: Whereas all terms & conditions of the agreement to sale of the above project executed in favour of the company shall also be applicable to the intending allottee(s).

1. The building plans of proposed Shopping Complex Plot will be/has been submitted/sanctioned to/by the Ghaziabad Development Authority (GDA). The Complex will have Shop of different sizes and dimensions in various blocks therein and will also have spaces for daily needs commercial and meeting room etc.
2. That the intending allottee(s) has/ have seen all the documents of title and other relevant papers/ documents etc. Pertaining to the aforesaid Project and has/ have fully satisfied himself/ themselves about the title and rights of the said Builder in respect of the aforesaid Project. The Builder has right to develop and construct the Shops on the said Project and also has right to allot different Shops in the said Complex.
3. That the intending Allottee(s) has/also agreed to abide by all the rules, regulations, terms and conditions, bye-laws of the GDA as well as of the Government orders/Notifications/ GDA Policy for a Shopping Complex in concerned state/Region/area issued from time to time.
4. That saving and excepting the particular Shop proposed to be allotted, the intending allottee(s) shall have no claim or right of any nature or kind whatsoever in respect of any other Shop, whether allotted or not, unsold Shop, open spaces, parking places, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, basements, parking spaces (excepting what has been allotted by an agreement to Intending Allottee(s)) or tot-lots, space for public amenities, shopping centres or any other space not allotted to him/her/them, which shall all remain the property of the Builder for all times unless the Builder decides to dispose them off subject to right of the intending Allottee(s), as mentioned hereinafter and the Builder has the right to lease out the vacant Shop or the complete block or the open space of the Shops as a whole or in part to one or more person(s) company(ies)/ institution(s) whosoever for short term or long term.
5. That as per the Layout Plan it is envisaged that the Shop on all Floors shall be sold as an independent unit/ Shop with impart able and undivided share in the land area underneath the particular piece of plot on which the building / tower comprising the allottee's Shop is constructed. The intending Allottee(s) shall not be permitted to construct any thing on the terrace. However, the Builder shall have the right to explore the terrace in case of any change in the F.A.R., carry out construction of further Shops in the eventuality of such change in the F.A.R. The construction of further / additional Shops etc., whether on terrace or in any other area / space in the project complex shall be the sole and exclusive property of the company / builder / developer. However, if as a result thereof, there is any change in the boundaries or areas of the said Shop, the same shall be valid and binding on the intending allottee(s).
6. That after the execution of allotment letter the intending Allottee(s) shall be treated /referred as Allottee(s).
7. That the intending Allottee(s) shall abide by all laws, rules and regulations of the GDA /Local Bodies/State Govt. of U. P. , comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U. P. Pollution Control Board/Water Commission and of the proposed Body Corporate, Association of the Buyers (as and when formed till then as prescribed by the Builder) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after the completion of the complex. The Shop shall be used for the purpose for which it is allotted.
8. That the intending Allottee(s) is aware that various Shop are being allotted to various persons under uniform/different terms and conditions. The intending Allottee(s) agrees that he will use the said Shop for Commercial purpose and shall not use the aforesaid Shop for any other purpose which may or likely to cause nuisance to intending Allottee(s) of other Shops in this Complex, to crowd the passages or to use it for any illegal or immoral purpose.
9. That if the allottee(s) make the payment towards the cost /instalment of the Shop by way of cheque and the cheque is dishonoured for any reason whatsoever, it shall be treated as if the allottee(s) have defaulted in payment of the amount / committed a breach of the terms and conditions of payment and shall be subject to the applicable provisions of this agreement, besides being liable for such action as may be applicable under the law. Whereas in the event allottee(s) honours the same cheque again, the amount of Rs 1000/- shall be charged for dishonoured event every time.

Applicants(s):.....

10. That the instalments in respect of payment of Shop will be due at the intervals, as per prescribed payment plans laid down by the Company/Builder. In case payment is not received within stipulated period specified in the payment plan or in the even of breach of any of the terms and conditions of allotment by the Allottee(s), the allotment will be cancelled and 15% of the total price of the Shop will be forfeited also the tax & Brokerage if any has been paid by builder against concerned Shop will be recovered from the amount paid by intending allottee(s)/allottee(s) balance amount, will be refunded to the allottee without any interest.

Applicants(s):.....

11. That if for any reason the booking of the Shop is cancelled by the intending Allottee(s) (Definition of Intending allottee(s) :- Any Person(s)/organisation/society/company who has/have made application to builder for allotment of Shop), or the Builder (with proper reasons), then 15% of the total price of Shop, ORRs. 100 (file Maintenance charges) per day from the date of making application for allotment of Shop till cancellation of Shop + GST paid + brokerage paid OR Rs 5000/ + GST paid + brokerage paid, as decided by builder will be forfeited and balance amount, will be refunded by the builder without any interest.

Applicants(s):.....

12. That the schedule of instalments under Payment Plan shall be final and binding on the intending Allottee(s). It is made clear that time for payment is the essence of this allotment. The intending Allottee(s) consent that incase in making the payment delayed in accordance to the payment schedule, the intending Allottee(s) shall be liable to pay interest @ 24%

Date:.....

Applicant:.....

Place:.....

Co-applicant:.....

per annum for the due payment for delay upto 30 days and in event of further delay in payment builder has full right to cancel the booking of Shop without any prior Notice and without assigning any reason.

13. That the intending Allottee(s) has/have seen and accepted the proposed plans, designs, specifications which are tentative, modifications in the layout plan/building plans, designs as the Builder may deem fit or as directed by any competent authority(ies). Any alteration/modification resulting in  $\pm 5\%$  in the Saleable area of the Shop, there will be no extra charge/claim by the Builder/intending Allottee(s). However, any major alteration/modification resulting in more than  $\pm 5\%$  change in Saleable area of the Shop, any time prior to and upon the possession of the Shop, the Builder shall intimate to the intending Allottee(s), in writing, the changes thereof and the resultant change, if any, in the price of the Shop to be paid by him/her/them and the intending Allottee(s) agrees to inform the Builder in writing his/her/their consent or objection to the Builder within 30 days from the date of such notice failing which the intending Allottee(s) shall be deemed to have given his/her/their full consent to all the alterations/modifications. If the intending Allottee(s) give his/her/their non-consent/objection then the allotment shall be cancelled and the Builder shall refund the entire money received from the intending Allottee(s) without making/paying any deduction there from and interest thereon. The intending Allottee(s) agrees that any refundable/payable amount (without any interest) at the rate per sq. feet as mentioned in the Application/Allotment Letter.
14. That the developer shall complete the development / construction of the Shop within 36 months from the date of execution of builder buyer agreement and with an extended period of 6 months thereof. In case of delay in construction of the said Shop attributable to delay of Developer, the Developer would pay a sum at the rate of Rs. 5/- per sq. ft. saleable/Leaseable area per month for the period of delay to the intending Allottee, provided however that the intending Allottee has made payment of all installments towards the sale consideration amount of the said Shop in time and without making any delay to the Developer.
15. That the construction of the Complex is likely to be completed in the stipulated time subject however, to force majeure circumstances, regular and timely payments by the intending Allottee(s), availability of building material, any dispute with local farmers or the contractor, change of laws by Governmental/local authorities etc. No claim of whatsoever nature, whether by way of damage/ compensation etc. shall lie against the Builder in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the Builder.
16. That any request for any change in construction of any type in the Shop from the intending Allottee(s) will not be entertained
17. That after taking possession of Shop the intending Allottee(s) shall have no claim against the Builder as regards quality of work, material, pending installation, area of Shop or any other ground whatsoever.
18. That All taxes such as House Tax, Water Tax, Sewerage Tax, GST, Electricity charges or any other taxes or charges shall be payable by the intending Allottee(s) from the date hereof or date of possession or deemed date of possession declared by the Builder, whichever is earlier.
19. The Buyer shall pay to the Developer a sum of Rs. 100/- (Rupees Twenty Only) per sq.ft. of the Saleable area of the Shop towards Interest Free Maintenance Security(IFMS) as replacement fund to be established for meeting expenses relating to repair/replacement of capital equipment including such as lifts, pumping sets, water mains, electric cables, transformers, generators, fire fighting installations, devices and equipments, painting of exterior walls of the complex, major repairs of common areas and facilities, as and when required to be attended to, in the absolute discretion of the Developer. It is clarified and agreed by the buyer that any expenses / cost incurred by the developer / builder towards replacement / repairs of any equipment / plant and machinery etc. Installed / underused for providing maintenance facilities / services shall be paid by the buyer proportionately, till such time the maintenance facilities are transferred / handed over to the duly registered Shop owners association, in accordance with the provisions of the U.P. apartment (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE) RULES, 2010. Such cost / charges may be adjusted against the advance maintenance charges paid by the buyer or out of IFMS deposited at the time of allotment of the Shop.
20. That the intending Allottee(s) consents that he/she/they will have to allow sweepers/maintenances staff to enter in his/her/their Shop/duct etc. for Cleaning/maintaining/repairing of the pipes/leakage/ seepage in his/her/their Shop or any other Shop.
21. That it is clearly explained, understood and agreed by the intending allottee(s) that if for any reason, whatsoever, be it for a circumstance, within or beyond the control of the company / builder, the whole or part of the project is abandoned, the intending allottee shall have no claim of any kind against the builder, and the builder will be discharged of its obligations under the agreement on the payment of the principal amount in full as received from the intending allottee(s), without any interest thereon.
22. It is hereby agreed, understood and declared by and between the parties that a Sale Deed shall be executed and registered in favour of the intending allottee(s) after the Shop has been finally constructed at the site; and further only after the payment of total sale consideration, and other charges/ dues, interest etc. as agreed herein by the intending allottee(s) to the builder. The other connected expenses i.e. cost of Stamp duty for registration of the Sub Lease deed/ Registry, registration charges / fee, miscellaneous expenses and Advocate legal fee/ charges etc. shall be borne and paid by the intending allottee(s). The intending allottee(s) will be responsible and liable for paying under stamp duty, deficiency in stamps and valuation/ under valuation of the Shop for the purposes of stamp duty/ any penalty in respect thereof. The intending allottee(s) shall also be liable and responsible for payment of all taxes / charges / penalties/interest etc. whatsoever, as applicable, (including GST) and as may be applicable at any time in the future in respect of this transaction.
23. That the contents of each Shop along with the connected structural part of the building shall be insured by the intending Allottee(s) at his/her/their own cost against the fire, earthquake etc. The Builder after handing over the possession of a particular Shop shall in no way be responsible for safety, stability etc. of the structure. The intending Allottee(s) will pay all charges towards insurance either by him individually or through society collectively if so formed for the maintenance of building.
24. That the Builder covenants with the intending Allottee(s) that they shall peacefully hold and enjoy the said Shop without any interruption by the Builder or by any person claiming under the Builder. The intending Allottee(s) shall have right to sell or rent the Shop after taking possession of the Shop.
25. That Builder may get single point electric connection for the complex from the Concerned Power Corporation or any other concerned Authority and will be distributed through separate meters to the intending Allottee(s) through prepaid system. The intending Allottee(s) will get the electric connection for the capacity, as decided by the builder at the time of offer of possession.
26. That the Maintenance Charges, Power back-up charges, fixed charges for electricity, club charges and power back-up, city level maintenance charges or any other charges decided by the builder or agency maintaining the complex will be deducted through prepaid electric meter system.
27. Further, if there is any GST, trade tax and any additional levies, rates, taxes, charges, compensation to the farmers, cess and fees etc. as assessed and attributable to the builder as a consequence of order from the government / GDA / Statutory or other local authority(s), the said demand though issued on the builder, shall be the liability and responsibility of the intending allottee(s) / buyers of the Shops who shall pay / reimburse the said demand immediately to the builder on intimation, in his/her/their proportionate share [in proportion as attributable to the allottee(s)/owner(s)].
28. It is hereby agreed, understood and declared by and between the parties that the Builder may take construction finance/demand loan for the construction of the above Complex from the Banks/Financial Institutions after mortgaging the land/Shop in the said Project/Complex. However, the Sale Deed in respect of Shop in favour of intending Allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.
29. That until a Sale Deed is executed & registered, the Builder shall continue to be the owner of the Shop and also the construction there on and this allotment shall not give to the intending Allottee(s) any rights or title or interest therein even though all payments have been received by the Builder. The Builder shall have the first lien and charge on the Shop for all its dues that may/become due and payable by the intending Allottee(s) to the Builder. It is further clarified that the Builder is not constructing any Shop as the contractor of the Intending Allottee(s), but on the other hand the Builder is constructing the Complex as its own and the sale will be effected after the actual construction/finishing of the Shop by the execution of sub lease deed.
30. That the intending Allottee(s) shall get his/her/their complete address registered with the Builder at the time of booking and it shall be his responsibility to inform the Builder by registered A/D letter/ personal delivery about subsequent change, if any, in his/her/their address, failing which all demand letters/notices and letters posted at the first registered address will be deemed to have been received by him/her/them at the time when those should primarily reach and the intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
31. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said Shop, the same shall be referred to the sole arbitration of a person to be appointed by the 'BUILDER', the intending Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held in the city of New Delhi, India. The Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force. The High Court of New Delhi and the Courts subordinate to it alone shall have jurisdiction in all matter arising out of or touching and/or concerning this allotment.
32. In case of NRI / Foreign Nationals of Indian Origin allottee(s) the observance of the provisions of the Foreign Exchange Management Act, 1999, and any other law as may be prevailing shall be responsibility of the allottee(s), including seeking prior permission of RBI / any other government agency, as may be applicable. In case, the permission for acquisition of the Shop is not granted to the allottee(s), the amount received by the company will be refunded in full to the allottee(s) without any interest, and the allotment shall stand cancelled.
33. That the allottee(s) / Shop owners may undertake minor internal alterations in his/ her/ their unit only with the prior written approval of the company / concerned statutory authorities. The allottee(s) shall not be allowed to effect any changes/ alterations as may cause / is likely to cause damage the structure (column, beams, slabs etc.) of the block/ or the unit or to any part of adjacent units; changes that may affect the façade or common areas of the building or as cause encroachment on the common spaces in the building.
34. That the transfer of the rights of the allottee(s) for the Shop will be at the discretion of the builder and would require prior written approval of the builder and also subject to payment of such fee / administrative charges as prescribed by the builder from time to time.
35. It is made clear that any commitment/representation made and/or information delivered by any of the channel partner/sub-agent or their representative to any Shop buyer/customer, which is not mentioned in the brochure/ application form/ Shop-buyer agreement, shall not carry any authorization made on behalf of the company.
36. I/We do hereby appoint M/s..... firm having its Corp. office ..... as my agent for booking above said shop. In event of Any change/addition/cancellation of my booking/refund in future, NOC shall be provided by my agent.

Date:.....

Applicant:.....

Place:.....

Co-applicant:.....