

APPLICATION FORM

APPLICATION FORM FOR PROVISIONAL BOOKING

M/s. V S Realprojects Pvt. Ltd.
Plot No. 15, Ground Floor,
Sector 44, Gurgaon-122002, Haryana

Date

Dear Sir/Madam,

I/We wish to register for the allotment of a unit / space in your commercial project "AMB SELFIE SQUARE" in Sector 37D, Gurgaon. I/We agree to sign, execute and deliver, as and when desired/called upon/required by the Company, Buyer's Agreement and other such document(s) on the Standard Format of the Company.

I/We remit herewith a sum of ₹ (Rupees only) by Bank Draft/Pay Order/Cheque No. dated drawn on as provisional booking amount to register my/our interest for provisional allotment of one Unit/space ofsq.ft. tentative super area.

In the event of the company accepting my/our application to provisionally allot a Unit, I/We agree to pay further installments of sale price and all other charges/dues as stipulated in the Payment Plan and buyer's Agreement and the Payment Plan as explained to me/us by the Company and fully understood by me/us.

APPLICANT DETAILS:

In case Individual(s):

Name of the Intending Applicant/First Applicant:

Mr./Ms.

Father's Name

Mother's Name

Spouse Name

Nationality

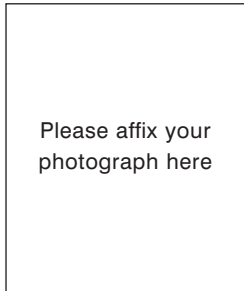
Registered office/Postal Address:

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City Country Pin code

Tele(Off.) (Mob.) E-Mail Fax

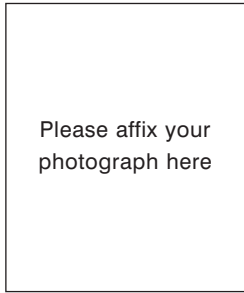
PAN No. Date of Birth Date of Anniversary Profession



Signature of intending Applicant

Signature of intending Co-Applicant(s)

Name of the Intending Co-applicant/Second Applicant:



Mr./Ms.

Father's Name

Mother's Name

Spouse Name

Nationality

Registered office/Postal Address:

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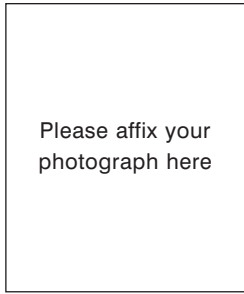
City Country Pin code

Tele(Off.) (Mob.) E-Mail Fax

PAN No. Date of Birth Date of Anniversary Profession

Please affix your photograph here

In case of Company/Firm



Name of the Comapny/Firm

Managing Director/Director/Partner/Proprietor

Name of Authorised Signatory

Board Resolution

Registered office/Postal Address:

.....

City Country Pin code

Tele(Off.) (Mob.) E-Mail Fax

PAN No. DOI/Registration Profession

Please affix your photograph here

Details of the Unit/Space/Shop:

Type of Unit/Space: Super Area (Sq. Fts) (Sq. Mts.)

Unit/SpaceNo Floor Parking Space

Payment Plan: Down Payment/Construction Link Payment Plan/Others

Signature of intending Applicant

Signature of intending Co-Applicant(s)

Basic Sale Price ₹..... per Sq. Ft.

EDC ₹..... /- per Sq. Ft.

IDC ₹..... /- per Sq. Ft.

Right to use Car Parking

PLC /- per Sq. Ft.

Note:

1. All payments shall be made in favour of "VS Realprojects (P) Ltd."
2. Total Price does not include any taxes such as VAT, Service Tax, Municipal Tax, Property Tax, Wealth Tax etc. or any other Tax, Duty, Fee, Cess etc. by whatever name called.
3. Total Price also does not include Legal Documentation charges, Administrative charges, Stamp Duty, Registration Charges etc. which shall be borne and paid by the intending applicant(s) at the time of execution of the Buyer's agreement and Conveyance deed etc.
4. Total price also does not include the IFMS, Sinking Fund, cost of electric and water fittings, fixtures, meters etc. as well as the charges for connection thereof.

Declaration

I/We the intending applicant(s) do hereby declare that my/our application is irrevocable and that the above particular/information given by me/us are true and nothing has been concealed therefrom.

इस दस्तावेज में वर्णित सभी तथ्यों व शर्तों को मुझे/हमें हिन्दी में पढ़कर सुनाया व समझा दिया गया है, जिनको पूर्ण रूपसे सुनकर और समझकर स्वेच्छा से बिना किसी दबाव व जबरदस्ती के मैंने/हमने इस दस्तावेज पर अपने हस्ताक्षर/दस्तखत किये हैं।

Yours Faithfully,

Date:

Place:

Signature of the intending Applicant(s)

FOR OFFICE USE ONLY	
Application	Accepted/Rejected
Mode of Booking	Direct/Channel Partner
If Channel Partner (Please affix Name, Address and stamp with Tele No.)	

Basic Sale Price ₹..... per Sq. Ft.

EDC ₹..... /- per Sq. Ft.

IDC ₹..... /- per Sq. Ft.

Right to use Car Parking

PLC /- per Sq. Ft.

.....
(Receiving Officer)

.....
(Authorised Signatory)

Signature of intending Applicant

Signature of intending Co-Applicant(s)

TERMS AND CONDITIONS FOR PROVISIONAL BOOKING OF COMMERCIAL SPACE:

1. The intending applicant(s) has/have applied for the provisional booking of space/unit in commercial project namely "AMBSSELFIE SQUARE" at Sector – 37D, Gurgaon with full knowledge and subject to all laws, notifications and rules applicable to the area, which have been explained by VS Realprojects (P) Ltd. (CIN U70109DL2012PTC230154) having its registered office at W-12, Ground Floor, Greater Kailash - II, New Delhi-48 and understood by intending applicant(s). If this application of intending applicant(s) is accepted, intimation shall be issued by the Company subject to the terms and conditions.
2. The intending applicant(s) agrees to sign and execute, as and when desired by the company, the Buyer's Agreement, Maintenance Agreement, any other papers/documents on the Company's standard format and also agrees to abide by the terms and conditions laid down therein and only thereafter the allotment shall become final. In case, I/we do not return the same to the Company duly signed for whatever reason within 30 days from the date of its dispatch by the Company then this application shall be treated as cancelled.
3. That the offer of allotment of unit/ space in the above commercial project at Sector – 37D, Gurgaon shall, as far as possible, be made to intending applicant(s) within 6 months of provisional booking application made herein.
4. In case the company is not in a position to make the offer of allotment for unit/ space within a period of 6 months from the date of application for any reason whatsoever, the company shall only be liable to refund of the advance amount without interest for the provisional booking paid by me/us, subject to my/our giving the company 30 days advance notice of the same. The intending applicant(s) thereafter shall have no right, claim or interest of whatsoever nature or kind in the project or unit/ space. The intending applicant(s) is/are aware that no right of any nature accrues in its favour by submission of the present application.
5. The intending applicant(s) shall make the payment of Basic Sale Price (BSP), External Development Charges (EDC), Infrastructure Development Charges (IDC), Interest Free Maintenance Security (IFMS), Maintenance Charges, Right to use of Car Parking, Sinking Fund, and applicable Preferential Location Charges (PLC) and all other charges as may be communicated from time to time. The intending applicant(s) shall be further liable to pay any enhanced EDC, IDC and/or any tax/charges including any fresh incidents of tax as may be levied by the Government or any other competent authority of Government, even if it is retrospective in effect as and when demanded by the company on the super area of the unit/space.
6. The application is mere offer by the intending applicant(s) for provisional booking of unit/ space in the project and the company reserves the right to accept/reject the application and the allotment if made by the Company shall be provisional till the execution of buyer's agreement by the intending applicant(s) and in case the space/unit is not allotted to me/us for any reason whatsoever, I/We shall not raise any objection or claim, damages or challenge the same in any court of law and the amount deposited herein shall be refundable to me/us without any interest within thirty (30) days from the date of notice regarding rejection on my/our application.
7. If the cheque (s) submitted by the intending applicant(s) along with this provisional booking form is/are dishonored then the provisional booking will be deemed to be cancelled and the company will not be under any obligation to inform the intending applicant(s) about the dishonor of the cheque or cancellation of the provisional booking.
8. The intending applicant(s) agree(s) to make the timely payment as per the payment plan duly signed by the intending applicant(s) which is the essence of the application, further
 - a. The intending applicant(s) agrees to pay the other payments as demanded by the company in respect of the other facilities, electricity deposit and charges, IFMS, Sinking Fund, Right to use of Car Parking, PLC, EDC & IDC etc
 - b. The intending applicant(s) agrees to pay Service Tax and/or any other Tax (including but not limited to any other statutory taxes, levies, cess, etc. as may be levied in future) shall be payable extra, as and when made applicable.

Signature of intending Applicant

Signature of intending Co-Applicant(s)

9. It is understood that the company shall book the unit/ space at Basic Sale Price (BSP). The BSP is not inclusive of EDC/IDC and all other applicable taxes government levies, as are presently levied or may be levied in future.
10. That the intending applicant(s) shall comply with all legal requirements for the purchase of immovable property, as and when applicable. That the intending applicant(s), if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA) 1999 and RBI Act and rules/regulations guidelines made/issued thereunder and all other applicable laws including that of remittance of payment, sale or transfer of immovable properties in India.
11. That 15% of the total sale consideration shall constitute the "Earnest Money". Timely payment of each installment of the Basic Sale Price, EDC, IDC, PLC, IFMS, Sinking Fund and Right to use of Car Parking and other charges as stated herein or in the buyer's agreement is the essence of this transaction. In case payment of any installment and / or charges as may be specified if delayed, then the intending applicant(s) shall pay interest on the amount due @ 18% P.A. compounded at the time of every succeeding installment/charges or three months, whichever is earlier. However, if the intending applicant(s) fails to pay any of the installments and/or charges with interest within the due date or time stipulated by the company, the company may at its sole discretion forfeit the Earnest Money and other charges including but not limited to late payment charges, interest on delayed payment and due amount spent by the company for the particular booking except payment towards EDC and IDC and in such an event the provisional booking shall stand cancelled and the intending applicant(s) shall be left with no right, lien or interest on the said booking or unit/space if allotted provisional or otherwise and the company shall have the right to sell the said unit/space to any other person. Further the company shall also be entitled to terminate/cancel this provisional booking in the event of defaults of any terms and conditions of this application. It is clarified that, the intending applicant(s) shall be under an obligation to deduct the applicable TDS, if any, on the sale consideration payable by him in respect of the space/unit and undertakes to provide the company the TDS certificate within 10 (ten) days of such deduction, failing which, if there is any implication of any tax, interest, penalty, etc. then the intending applicant(s) undertakes to pay, to the Company, the applicable interest penalty, etc. while providing the TDS certificate.
12. Sale consideration is inclusive of Basic Sales Price + EDC + IDC + Right to use car parking + PLC + other charges and all Government Taxes, Duty, Charges & Cesses etc. shall be extra. The above price are for the bare shell unit/space and does not include the sinking fund, IFMS, cost of electric and water fittings, fixtures, meter etc. as well as the charges for connection thereof.
13. I/we agree that the Company is under no obligation to send demand letters/ reminders for payments except for the limited purpose of intimating the progress of the construction.
14. The intending applicant(s), after payment of the 10% of BSP, shall get 5% Timely Payment Discount (TPD) on making timely payment of each installment under Construction Link Payment Plan and the above rebate shall be credited in the account of the intending applicant(s) simultaneously by the Company and the above TPD is applicable for Construction Link Payment Plan only. However, TPD is offered by the Company to the intending applicant(s), subject to the intending applicant(s) making timely payment of each installment, is restricted to the amount of each installment and the said rebate would not construe and mean rebate against the total Sale Consideration. The Intending applicant(s) understands and agrees that this offer is at the sole discretion of the Company which can be withdrawn by the Company at any point of time without assigning any reason whatsoever. The intending applicant(s) further understands and agrees that the present offer of rebate will not apply and cover other charges which are liable to be paid by the intending applicant(s). The intending applicant(s) further understands and agrees that this offer, as stated herein is only applicable to the timely payments of each installment and that the same is not applicable to the initial 10% of BSP which the intending applicant(s) has to pay in full.
15. The intending applicant(s) has fully understood and agrees that in case the intending applicant(s) withdraws or surrenders his application for the provisional allotment for any reason whatsoever at any point of time, then the company at its sole discretion

Signature of intending Applicant

Signature of intending Co-Applicant(s)

may cancel/terminate the booking /allotment /application and shall forfeit the amounts paid/deposited or the earnest money except payment towards EDC and IDC, as stated hereinabove, and will refund the balance amount, if any, to the intending applicant(s) only after re-selling the said unit and receiving the consideration from the new buyer and the intending applicant(s) shall have no right, claim or interest of whatsoever nature or kind in the project.

16. I/we hereby agree that in case the booking is made through the channel Partner and the same is cancelled/withdrawn for whatever reason than the refund as mentioned above shall be made only after the intending applicant(s) furnishes the NOC of the said Channel Partner otherwise the refund shall be made after deducting the amount of brokerage paid to such channel partner in respect to the space/unit.
17. The Company shall endeavor to give possession of the Unit/Space to the intending applicant(s) within thirty six (36) months computed from the date of execution of Unit/Space Buyer's Agreement, excluding additional grace period of twelve (12) months, subject to force majeure circumstance and reasons beyond the control of the Company and subject to timely payment of installments to the Company by me/us against the Unit/Space subject to the aforesaid, (except in the event of abandonment of the project) in the event of failure of the company to deliver possession of the unit even after availing the grace period, the company shall be liable to pay penalty for delayed delivery of physical possession in terms of covenants incorporated in buyers agreement to be subsequently executed between the parties.
18. I/we hereby agree that if I/we do not make the timely payment at any time as per the payment plan opted by me/us than the Company at its sole discretion shall have the right to cancel/ withdraw the discounts offered by the company and shall proceed to recover the same from the intending applicant(s). I/we further confirm that the rates indicated above shall only be applicable if I/we strictly abide by terms and conditions contained in this application form and make all payments on time to the Company.
19. I/we hereby agree that the Company shall not be liable/responsible to reply to any query received from any address not being previously registered with the Company. In case of intending Co-applicant(s) all correspondence/e-mails etc. shall be sent by the Company only to the intending Applicant(s) whose name is indicated first in this application form. The dispatch of correspondence/mails etc. by the Company to such first indicated allottee shall be valid dispatch for all intending Applicant(s). It is specifically admitted that the Company shall not be under any obligation to individually address correspondence /mails etc. to all intending Applicant(s).
20. Payment from other than intending applicant(s)/third party to be accompanied with NOC as per the company format.
21. The company, in its sole discretion, may at any time in future change/modify the nomenclature to the project, which deems fit and proper and also reserves the right to revise and /or alter and / or modify the size of the project, building plans, layout plans, area, specification, number of units, identity of the unit etc. which shall be the sole discretion of the company and the intending applicant(s) has no objection to it.
22. The court at Gurgaon alone shall have jurisdiction in all matters arising out of or touching and/or concerning this provisional booking.
23. I/We the intending applicant(s) have applied for provisional booking with full knowledge and understanding of all the laws, notifications and rules as are applicable to the Project, which also have been duly explained by the Company and understood by the intending applicant(s). The intending Applicant(s) is/are satisfied about the rights, interest, claims and title of the Company to develop, construct, sell and market Unit/Spaces in the Commercial Colony and the rights, interest and title of the Company/Associate Company/ies.
24. I/we have understood all the limitations, restrictions, requirements and obligations in respect thereof. The intending Applicant(s) confirms having verified necessary approvals and agrees that no further investigation shall be required by the intending Applicant(s) nor any objection shall be raised in this respect at any time after submitting this Application.

Signature of intending Applicant

Signature of intending Co-Applicant(s)

25. I/we further agree to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by Directorate of Town and Country Planning, Haryana, Chandigarh (DTCP), Haryana Urban Development Authority (HUDA) or any other Government Authority in this regard to the Company.
26. I/we acknowledge that the Company, as and when demanded by me/us, has provided all information & clarifications as required by me/us and that I/we have not unduly relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the property, the Project, services to be provided by the Company, estimated facilities/amenities to be made available to me/us or any other data except as specifically represented in this Application and that I/we have relied solely on my/our own judgment and investigation(s) for applying for provisional booking.
27. I/we have read and understood the above-mentioned terms and conditions, documents referred to therein and agree to abide by them.

Signature of intending Applicant

Signature of intending Co-Applicant(s)

Documents to be submitted along with the Application Form

It is mandatory to affix recent passport size photograph in designated places in the Application Form and submit documents of all the Intending Applicant(s).

RESIDENT OF INDIA

- Copy of Pan Card
- Photograph
- Current Address Proof
- Permanent Residential Address
- Identity Proof (Copy of Passport, Election card, Driving License)
- Any other document/certificate as may be required by the Company

PARTNERSHIP FIRM

- Copy of Pan Card of Partners and Partnership Firm
- Address Proof of Partners and Partnership Firm
- Copy of Partnership Deed
- Certificate from the Bank attesting the signature of the authorised Signatory/partner
- In case one of the Partners signs the Application on behalf of the other partners a letter of authority from all the other partners authorizing such partner to act on behalf of the Firm, shall be required

PRIVATE LIMITED COMPANY

- Copy of PAN Card of the Company
- Copy of Certificate of Incorporation, Memorandum of Association (MoA) and Articles of Association (AoA) duly signed by the Company Secretary/Director of the Company
- Proof of registered office address
- Certified Copy of Board Resolution authorizing the signatory of the Application Form to execute the Application and the Agreement, on behalf of the Company
- List of Directors
- Copy of PAN Card of the authorised Signatory
- Certificate from the Bank attesting the signature of the authorised Signatory

NRI/PIO

- Copy of Individual's Passport/PIO Card
- Address Proof
- In case of Demand Draft (DD), the confirmation from the banker stating that the DD has been prepared from proceeds of NRE/NRO account of the intending applicant(s)
- In case of cheque the payments should be received from the NRE/NRO/FCNR account of the intending Applicant(s) and not from the account of any third party



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