

PROVISIONAL APPLICATION FORM

VILASAA

Sole / First Applicant

Personal Information Form

(To Be Filled In Block / Capital Letters Only)

Mr/Ms_____

S / W / D of _____

Age_____

Guardian’s Name (In case of minor) _____

Nationality _____

Occupation

☐ Service

☐ Business

☐ House Wife

☐ Professional

☐ Student

Any other _____

Resident Status

☐ Resident

☐ Foreign National of Indian Origin

☐ Non Resident

Others (Please Specify) _____

Mailing Address_____

Country_____

E-mail_____

Fax. No _____

City _____

State_____

Pin_____

Tele No _____

Mobile No _____

Permanent Address _____

City _____

State _____

Country _____

Pin _____

E-mail _____

Tele No _____

Fax. No _____

Mobile No _____

Office Address _____

State _____

Country _____

Tele No _____

Fax. No _____



Pan No _____

Ward / Circle / Special Range _____

(Place where assessed to Income Tax)

If Applicant is a minor please furnish proof of age of the minor and name and address of the natural guardian:

IT PAN / GIR No. (if any): _____

Form 60 (in absence of IT PAN/ GIR No./NRI):

Aadhar, No.

(Please attach a copy)

Property Name _____

Location _____

Number of Units: 1 / 2 / 3 / 4 _____

Correspondence Address _____

City _____

Phone _____

Fax No _____

Pan No _____

Original Indian State / City _____

Resident NRI Foreign National Residence Type _____

Passport No _____

Profession

☐ Self Employed

☐ Salaried

☐ Government Servant

Others Please Specify _____

If NRI

Foreign NRI Residential Type _____

NRE / O Account held in Bank _____

Household Income Range

- ☐ Less than 10 Lacs per annum
- ☐ 20–30 Lacs per annum
- ☐ 40–50 Lacs per annum
- ☐ 10–20 Lacs per annum
- ☐ 30–40 Lacs per annum
- ☐ More than 50 Lacs per annum

Personal Details

Birthday _____

Anniversary _____

Spouse’s Name _____

Office Address _____

Industry Type

- ☐ IT
- ☐ Manufacturing
- ☐ Financial Services
- ☐ Medical/Pharmaceuticals
- ☐ Real Estate
- ☐ ITES/BPO/KPO
- ☐ Retail Services
- ☐ Hospitality
- ☐ Media/Entertainment
- ☐ Travel/Transport

If other, please specify _____

Designation _____

Marital Status

- ☐ Single
- ☐ Married

Name of the Organization/Business _____

Department _____

Second / Joint Applicant

Personal Information Form

(To Be Filled In Block / Capital Letters Only)

Mr/Ms_____

S / W / D of _____

Age_____

Guardian’s Name (In case of minor) _____

Nationality _____



Occupation

☐ Service

☐ Business

☐ House Wife

☐ Professional

☐ Student

Any other _____

Resident Status

☐ Resident

☐ Foreign National of Indian Origin

☐ Non Resident

Others (Please Specify) _____

Mailing Address _____

Country _____

E-mail _____

Fax. No _____

City _____

State _____

Pin _____

Tele No _____

Mobile No _____

Permanent Address _____

City _____

State _____

Country _____

Pin _____

E-mail _____

Tele No _____

Fax. No _____

Mobile No _____

Office Address _____

State _____

Country _____

Tele No _____

Fax. No _____

Pan No _____

Ward / Circle / Special Range _____

(Place where assessed to Income Tax)

If Applicant is a minor please furnish proof of age of the minor and name and address of the natural guardian:

IT PAN / GIR No. (if any): _____

Form 60 (in absence of IT PAN/ GIR No./NRI):

Aadhar, No.

(Please attach a copy)

Property Name _____

Location_____

Number of Units: 1 / 2 / 3 / 4 _____

Correspondence Address _____

City_____

Phone_____

Fax No_____

Pan No_____

Original Indian State / City_____

Resident NRI Foreign National Residence Type_____

Passport No _____

Pin Code _____

Mobile No _____

E-mail_____

Citizenship_____

Residential Status _____

Current Country of Residence _____

Profession

☐ Self Employed

☐ Government Servant

☐ Salaried

Others Please Specify _____

If NRI

Foreign NRI Residential Type _____

NRE / O Account held in Bank _____

Household Income Range

☐ Less than 10 Lacs per annum

☐ 20–30 Lacs per annum

☐ 40–50 Lacs per annum

☐ 10–20 Lacs per annum

☐ 30–40 Lacs per annum

☐ More than 50 Lacs per annum

Personal Details

Birthday _____

Anniversary _____

Spouse's Name _____

Office Address _____

Marital Status

☐ Single

☐ Married

Name of the Organization/Business

Industry Type

- | | |
|--|--|
| ☐ IT | ☐ ITES/BPO/KPO |
| ☐ Manufacturing | ☐ Retail Services |
| ☐ Financial Services | ☐ Hospitality |
| ☐ Medical/Pharmaceuticals | ☐ Media/Entertainment |
| ☐ Real Estate | ☐ Travel/Transport |

If other, please specify _____

Designation _____

Department _____

Terms and Conditions

Application for Allotment of "Commercial Unit / Villa" in Survey# 920,Raj Nagar Extension, Ghaziabad, Uttar Pradesh -201003

M/s. Vaikuntam Buildcon Pvt Ltd.,
Registered Office: Survey # 920,
Raj Nagar Extension,
Ghaziabad,
Uttar Pradesh- 201003
(Landmark near A.K. Children Academy)

Dear Sirs,

1. The Applicant(s) understand that M/s. Vaikuntam Buildcon Pvt. Ltd. (hereinafter referred to as the "Company") pursuant to an arrangement with other companies is coming out with a residential cum commercial project under the name and style of "28 Galleria / VILASAA Project" in Raj Nagar, Ghaziabad.
2. The Applicant(s) after understanding and agreeing to the terms and conditions of this Application, stated hereinafter is making this application.
3. The Applicant(s) hereby request that the Applicant may be provisionally allotted the said Commercial Unit / Villa. Details of payment made towards provisional allotment are given in Schedule A.
4. I / We agree to sign and execute, as and when required, the Agreement to Sell containing the terms and conditions of allotment of the Commercial Unit / Villa and other related documents on the format provided by the Company.
5. In the event of the Company agreeing to provisionally allot the Commercial Unit / Villa area, the Applicant(s) agree to pay installments of Total Price as per the payment plan opted by the Applicant(s). The Payment Plan opted by the Applicant is given in Schedule B.
6. The Applicant(s) has clearly understood that this Application does not constitute an agreement to sell and the Applicant(s) do not become entitled to final allotment of the said Commercial Unit / Villa in the said area, notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money deposited with this application.
7. It is further understood that only on signing and executing the Agreement by the Applicant(s) and agreeing to abide

by the terms and conditions laid down therein that the provisional allotment shall become final and binding upon the Company.

8. If, however, the applicant withdraw/cancel this application or fail to sign/execute and return the Allotment Letter within Fifteen (15) days from the date of its receipt by the applicant then the Promoter may at its sole discretion treat the application as cancelled and the booking money paid by applicant shall stand forfeited in its entirety.
9. The applicant agree that the Commercial Unit/ Villa shall be provisionally allotted and the Agreement for Sale of the Villa (AFS) shall be entered into only on the applicant remitting the booking and agreement amount as per opted payment schedule at the time of this Application Form. In the event of Company agreeing to provisionally allot the Villa/ Commercial Unit to the applicant agree to pay further instalments of the total sale value and all other dues as stipulated in the opted Payment Plan/ Agreement For Sale/ or as may be varied in accordance to the agreed terms and conditions as enumerated in the Agreement for Sale failing which Company may at its discretion be entitled to cancel the allotment in accordance to the provisions of the Agreement for Sale subject to deduction of booking amount and other applicable deduction.
10. If the applicant after execution of the Agreement for Sale, fail to pay the due amounts to Company as per the demand/ intimation sent to the applicant through post/mail/courier service, the applicant will become liable to pay interest at the rate of one percent per annum or such rate to Company on the amounts due and payable from the respective due dates of such payment till the date it is paid in its entirety. If however, such payment is not made within a period of 60 days after the default, Company shall at its discretion, be entitled to cancel the application and refund all amounts received until then after deducting therefrom specified and described herein along with booking amount plus interest, brokerage charges plus applicable taxes, paid or payable. The applicant shall neither make, nor shall claim any claim for any damages, whatsoever, shall be tenable in the event of cancellation of the allotment.
11. Upon the applicant making payment of booking amount and realization thereof an Agreement for Sale of the said Commercial Unit/ Villa specified and described hereinabove, containing the terms and conditions agreed between Company and applicant will be prepared, and applicant shall be required to sign and register the same on the day of issuance of such Agreement for Sale to applicant without any delay or demand, along with the payment as per the terms of the said Agreement for Sale.
12. All statutory charges, taxes, cess, GST and other levies demanded or imposed by the concerned authorities shall be payable proportionately by applicant from the date of booking as per demand raised by the Company. Notwithstanding anything contains contrary hereinabove, applicant hereby understand that GST (if applicable) shall be payable in accordance with the opted payment plan for total sale value of the said Commercial Unit/ Villa. If applicant fails to pay any of the instalment along with applicable GST of the total sale value of the said Commercial Unit/ Villa in timely manner, in such eventuality, the GST/Taxes shall be construed as unpaid sale value of the said Commercial Unit/ Villa and Applicant shall be liable to pay the due instalments along with due taxes along with interest calculated @18 % per annum (or, as applicable).
13. The maintenance, upkeep, repairs, security, landscaping and common services etc. of the project shall be managed by the company or its nominated Maintenance Agency the applicant of the Residential Flat shall pay, as and when demanded, the maintenance charges including interest free security deposit (IFMS) for maintaining and up-keeping the said project and the various services therein, as may be determined by the company or the maintenance agency appointed for this purpose. Any delay in making payment will render the applicant liable to pay interest @18 per annum. Non-payment of any of the charges with in the time specified shall also disentitle the applicant from the enjoyment of the common area and services.
14. Applicant agree that he/she/it shall be entitled to receive possession of the said Commercial Unit/ Villa only upon prior payment of all dues including the total sale value of the said Commercial Unit/ Villa and also upon due compliance with and/or performance of all the covenants, undertakings and obligations required to be complied with and/or performed his/her/their/its part in pursuance of this Application, Allotment Letter and the Agreement for Sale. The obligation to make over possession of the said Commercial Unit/ Villa shall arise only thereafter.
15. Applicant solemnly declare and undertake that applicant shall transfer the name of the Allottee/ Allottees subject to norms laid down in respect of transfer of name and to be named in the Conveyance Deed or at any time after the execution of the Application, Agreement for sale but prior to registration of the conveyance deed. In the event of the demise of a single Allottee or of all the joint Allottees, the Nominees or any other person/persons, who can substantiate his/her/their being the legal heir/s of the deceased Allottee/ Allottees shall be deemed to be the Allottee/s for all purposes and will become liable for all the obligations of and be entitled to all the rights of such deceased Allottee/ Allottees. The Nominee/Successor shall without limitation, become liable to make all the payments that the deceased Allottee was obliged to have made, and only after making all the payments would the Said Nominee/Successor become entitled to have the said Plot with Villa transferred in his/her favour, and be entitled to

- the payments the deceased Allottee would have received in case of cancellation of the Allotment, for whatsoever reasons.
16. Company reserves its right not to consider this application and also the right to allot the said Commercial Unit/ Villa to any other person, without any obstruction/intimation to/ from the applicant/ or any other person, claiming the right and interest through him/her/them/it before issuing the Provisional allotment letter.
 17. Company at its absolute discretion shall be entitled to reject and or cancel this application without assigning any reason whatsoever or howsoever to the applicant and or Company may allot another Plot with Villa in lieu of the Plot with Villa applied for.
 18. In case of applicant/(s) non-acceptance of the allotment offer towards the allotment from Company within 15 days from the date of receiving the communication of provisional allotment offer/letter, the booking amount will be forfeited as cancellation charges. Applicant herein consents to such forfeiture on account of cancellation charges.
 19. The Applicant(s) is aware that the building plans for the said Commercial Unit / Villa are sanctioned by authorities and the Company is in the process of obtaining various registrations and approvals from different authorities and this provisional allotment has been issued to the Applicant at the behest and ardent request of the Applicant, who have come to know about this Project without any solicitation or advertisement by the Company.
 20. Any changes/directions/conditions/modification/amendment imposed and/or directed by any of the competent authority/development authority at any stage of construction shall be binding on applicant as well as all other applicants who have signed similar application forms, without the requirement of any formal written approval or consent from applicant for making such changes/modification/amendment. If an application for provisional allotment of any Commercial Unit/ Villa is required to be cancelled for such change of plans, Company/Promoter will refund all amounts paid by the applicant. However, no interest/compensation would be payable on such amount/ amounts.
 21. PENALTY CLAUSE – Applicant hereby agree to this Penalty Clause on bouncing of cheque issued by applicant/s for payment instalments due against the sale value of the plot with villa or maintenance charges, and/or any other charges /dues, with the reference to Section 138 Negotiable Instruments Act 1881 (and any revision thereafter). Bouncing of payment cheques against any dues, to be paid to Emami Realty Ltd, at first instance Company/Promoter will inform applicant for such incident reserving its right to issue a show cause notice and allow presentation of cheque to the banker immediately for release of payment without any charges. However, if any cheque bounced again, it shall invite penalty of Rs.500/- on account of bouncing of cheque including first instance with an interest @ 18% on additional delay from the date of instalments due shall be charged till the date it is paid to Company.
 22. I / We further understand that the expression 'Allotment' wherever used herein shall always mean provisional allotment and will remain so till such time a formal Sale Deed is executed in favour of the intending allottee(s) Company on the Company's standard format and / or as may be intimated by the Company from time to time.
 23. In the event of any dispute between the Applicant and the Company, the same shall be resolved by way of arbitration by a sole arbitrator to be appointed mutually by the Parties. The seat of arbitration shall be Ghaziabad, Uttar Pradesh.
 24. The applicant agrees that the amount paid with the application and in installments as the case may be , to the extent of 15% of the sale consideration of the residential Flat Shall Collectively constitute the earnest money.
 25. The Applicant(s) hereby agree to abide by the terms and conditions of this Application and the Applicant undertakes to make the payment of Total Price, Taxes, GST, Registration Charges, Other Charges ,etc. and forfeiture of Earnest Money as laid down herein.
 26. I / We agree to pay the balance amount towards price of the Commercial Unit / Villa as per the "Payment Plan"

Declaration

I / We the above Applicant(s) do hereby declare that the terms and conditions of registration of provisional allotment of the Commercial Unit / Villa have been read / understood by me / us and the same are acceptable to me / us. I / We the above Applicant(s) unequivocally agree, affirm and undertake to abide by the terms and conditions as mentioned herein and further declare that the above particulars / information given by me / us are true and correct and nothing material has been concealed there from.

(Signature of First / Sole Applicant)

(Signature of Second Applicant)

Note

1. Cheques / Demand Draft towards consideration of the Commercial Unit / Villa to be made in favour of "Vaikuntam Buildcon Pvt Ltd." payable at Ghaziabad.
 2. In case, the cheque comprising booking amount is dishonored due to any reason, the Company reserves the right to cancel the booking without giving any notice to the Applicant(s).
 3. All amounts received from allottee(s) other than Resident Indian shall be from NRE / NRO / Foreign Currency Account only.
 4. Applications shall be considered as incomplete if not accompanied by photographs of the Applicant(s)
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For Office Use Only

1. Application

☐ Accepted

☐ Rejected

2. Registration for Provisional Allotment of a Commercial Unit/Villa No. _____ on a plot admeasuring _____ sq. mts. (approx.) (_____ sq. yds. approx.) Super Area _____ sq. mtrs. (approx.) (_____ sq. ft. approx.) Block No. _____

3. Customer Code(s) _____

4. Amount Payable

i. Basic Sales Price Rs _____

ii. Preferential Location Charges Rs _____

iii. Interest Free Maintenance Security Deposit Rs _____

iv. Maintenance Charges Rs _____

v. Club Membership & Registration Charges Rs _____

vi. Other charges, if any Rs _____

vii. Total Rs _____

5. Registration Amount received vide R.No _____ Dated _____ Rs _____
(Rupees _____ Only)

6. No of Joint holders _____

7. Mode of booking: Direct _____
(Ref. if any) _____
Broker (Please affix name with address, rubber stamp and Tele No.) _____

8. Check List

- ☐ Booking amount: Local Cheque / Draft PAN:
- ☐ Copy of PAN Card/Form 60 enclosed
- ☐ Memorandum of Association Articles of Association (For bookings in the name of Companies)
- ☐ Copy of Passport and Account details: (For NRIs and PIOs to make payment through NRE / NRO / Foreign Currency Accounts only)

Remarks, if any _____

Authorized Signatory For The Company _____

Schedule A

Booking Amount Details

Booking Amount Paid _____ Balance Booking Amount _____

Payment Details

Instrument Type

RTGS / NEFT/Cheque/Demand Draft No. / TRF Ref No. _____

Dated _____ Drawn in favour of _____

Bank Details

Bank _____ Branch _____

Schedule B

PROJECT: – VILASAA

VILLA SIZE:
100 sq. yards (4 bhk, built-up 2,020 sq.ft)
108 sq. yards (4 bhk, built-up 2,203 sq ft)
114 sq. yards (4 bhk, built-up 2,311 sq ft)

RATE: INR. 1,35,000/- per sq. yards

5% PLC on Park facing view

Villa 07 to 09

Villa 33 to 35

Villa 11 to 21 (except 12 & 20)

10% PLC on corner and park facing view

Villa 10 & 32

Villa 22 & 31

Other Charges:

- Power backup 35,000/kva (min. 2kva mandatory)
- IFMS@ INR.35/- per sq.ft. on built-up area
- Meter Charge (as per actuals)
- Ritzy Club House Membership INR. 2lac
- EDC 1lac
- GST@5%

PAYMENT PLAN:

CLP:

On Application of Booking – 10%

On completion of excavation and foundation – 15%

On completion of First Floor slab – 15%

On completion of Second Floor slab – 15%

On completion of Super Structure – 15% + PLC

On completion of Flooring – 15%

On completion of Paint & Electric work – 10%

On Offer of Possession – 5% + Other Charges

TIME LINKED PLAN:

On Application of Booking – 10%

Within 30 days – 40%

Within 60 days – 40%

On Offer of Possession – 10%

 **VAIKUNTAM** | *VILASAA*