## **APPLICATION FORM**



Sector 92, Gurgaon



CORP. OFFICE: SPAZE TOWERS PVT. LTD.

'SPAZEDGE', SECTOR-47, GURGAON-SOHNA EXPRESSWAY,
GURGAON. PH.: 0124-4615999, FAX: 0124-4068855
E-mail: info@spaze.in, Website: www.spaze.in

Date:		
То		
'SPAZEDGE' Sector-47	OWERS PVT. LTD. ana Road, Gurgaon-122002, DIA)	
Subject:	Application for Registration of Retail/Shop Space in our Upcomi Project, at Sec-92 Gurgaon.	ng Commercial
Dear Sir(s),		
Commercia	est that I/ We may be registered for allotment of Retail space, in y I Project at, Gurgaon, having a tentative super area ofsq	
Rsdrawn on	/ are enclosing herewith Cheque / Draft/ Pay order no Date control of the control of	only)
MY/OUR P	ARTICULARS AS MENTIONED BELOW MAY BE RECORDED FOR R ATIONS:	EFERENCE AND
1. APPLICA	NT (Sole / First) aged aged	
Guardia	n name (incase of a minor)	Please affix your
Son/Wif	e/Daughter of	photograph
Permane	ent Address	here
-	ondence Address	
	ne no fax no	
E-mail		
	AL STATUS: RESIDENT/ NON-RESIDENT INDIAN/FOREIGN NATIONAL OF INDIAN ORIGIN* (tick whi	chever is applicable)
	ity PAN	,
Ward / C	Circle / Place of Assessment	
CICNATURE	(SOLE /1 <sup>ST</sup> ARRILICANT) SIGNATURE(CO.ARRILICANT(S))	

2.	Second Applicant Name		aged	Please affix
	Guardian name (incase of	a minor)		your photograph here
	Son/ Wife / Daughter of .		••••	nere
	Permanent Address			
	Correspondence Adderes	S		
		Fax no		
	E-mail	Mobile no	•••••	
	RESIDENTIAL STATUS: RESIDEN	T/ NON-RESIDENT INDIAN/FOREIGN NATI	ONAL OF INDIAN ORIGIN * (tick whi	chever is applicable)
	Nationality	PAN		
	Ward / Circle / Place of A	ssessment		
NC	OTES:			
2. 3.	All Drafts/ Cheques are to be n The Drafts/ Cheques are accep Outstation or NON MICR chec The Company reserves the rig	ues will not be accepted	L <b>TD.",</b> payable at Delhi/New Delh	i.
		<b>DECLARATION</b>		
TH	AT THE ABOVE-MENTIONED	ENDING APPLICANT (SOLE/FIRST AID PARTICULARS) INFORMATION GIVE ATERIAL FACT HAS BEEN CONCEALED	EN BY ME/ US ARE TRUE AND	
NΔ	ME OF THE APPLICANT(S):	1	2	
		(SOLE / FIRST APPLICANT)	(SECOND APPLICA	
SIG	NATURE(S):	1	2	
		(SOLE / FIRST APPLICANT)	(SECONE	APPLICANT)
	ACE: TE:			
	SIGNATURE (SOLE/1 <sup>ST</sup> APPLICANT)	SIGNATURE(CO	D-APPLICANT(S))	

#### TERMS AND CONDITIONS FOR REGISTRATION OF COMMERCIAL SPACE:

- 1. The intending applicant has applied for the registration of retail space in our upcoming commercial project at Sector 92 Gurgaon with full knowledge and subject to all laws, notifications and rules applicable to the area, which have been explained by the company and understood by applicant(s). If this application of the intending applicant is accepted, the intimation shall be issued subject to the terms & conditions.
- 2. The intending applicant(s) agrees to sign and execute, as and when desired by the company, the buyer's agreement, any other papers/ documents on the company(s) standard format and also agrees to abide by the terms and conditions as laid down therein.
- 3. That the offer of allotment of retail space in our upcoming commercial project at sector –92 shall, as far as possible, be made to applicant(s) within 6 months of my registration application made herein.
- 4. In case the company is not in a position to make the offer of allotment for retail space within a period of 6 months from the date of application for any reason whatsoever, the Company shall only be entitled to refund of the advance amount for the provisional registration paid by me/ us, subject to my/ our giving the company 30 days advance notice of the same. The intending applicant thereafter shall have no right, claim or interest of whatsoever nature or kind in the project or retail space.
- 5. The applicant(s) shall make the payment of basic sale price, EDC, IDC, maintenance charges, IFMS, right to use of car park and PLCs and all other charges as may be communicated from time to time. The applicant(s) shall be further liable to pay any enhanced external development charges, infrastructure development charges or any tax/charges including any fresh incidence of tax as maybe levied by the government of Haryana or any other competent authority of State Government or Central Government, even if it is retrospective in effect as and when demanded by the company on the super built up area of the floor.
- 6. This application is a mere offer by the intending applicant for registration of retail space in the project and the company reserves the right to accept/reject the application.
- 7. If the cheque submitted by the intending applicant along with this registration form is dishonored than the registration will be deemed to be cancelled and the company will not be under any obligation to inform the intending applicant about the dishonor of the cheque or cancellation of the registration.
- 8. The intending applicant agree(s) to make the timely payments as per the payment plan.. (Refer to Annexure), further,
  - I. The company reserves the right to change / amend the payment plan at the time of allotment of retail space.
  - II. The intending applicant agrees to pay the other payments as demanded by the company in respect of other facilities, maintenance deposit and charges, electricity deposit and charges EDC, IDC etc.
  - III. The intending applicant agrees to pay Service Tax and/ or any other Tax (including any other statutory taxes, levies, cess, etc. as may be levied in future) shall be payable extra, as and when made applicable.
- 9. It is understood that the company shall book the retail space at basic sale price (BSP) at the rate of Rs.. \_\_\_\_\_\_per sq. Ft.. The Basic Sales Price 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 shall comply with all legal requirements for the purchase of immovable property, as and when applicable. That the intending applicant, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA) 1999 of RBI act and rules / guidelines made /issued hereunder and all other applicable laws including that of remittance of payments, acquisition/ sale/ transfer of immoveable properties in India.
- 11. That 15% of the total sale consideration shall constitute the "Earnest Money". Timely payment of each installment of the total sale consideration i.e. Basic sale price, EDC/IDC, PLC, IFMS and other charges as stated herein or in the property buyer agreement is the essence of this transaction. In case payment of any installment as may be specified is delayed, then the applicant(s) shall pay interest on the amount due @ 18% p.a. Compounded at the time of every succeeding installment or three months, whichever is earlier. However, if the applicant(s) fails to pay any of the installments 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 and due amount spent by the company for the particular booking and in such

SIGNATURE (SOLE/1 <sup>ST</sup> APPLICANT)	SIGNATURE(CO-APPLICANT(S))

an event the allotment/booking shall stand cancelled and the applicant(s) shall be left with no right, lien or interest on the said booking or floor if allotted and the company shall have the right to sell the said floor to any other person. Further the company shall also be entitled to terminate/cancel this allotment/booking in the event of defaults of any terms and conditions of this application.

It is clarified that, the Intending applicant shall be under an obligation to deduct the applicable TDS, if any, on the sale consideration payable by him in respect of the retail unit and undertakes to provide to 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 undertakes to pay, to the Company, the applicable interest penalty, etc. while proving the TDS certificate.

- 12. Sale consideration is inclusive of Basic Sales Price + EDC + IDC+ Right to use car parking + PLC and exclusive of any taxes, levies, cess, etc., as may be applicable, shall be payable over and above the sale consideration.
- 13. The applicant(s) has fully understood and agrees that in case the applicant(s) withdraws or surrenders his application for the allotment for any reason whatsoever at any point of time, then the company at its sole discretion may cancel/terminate the booking/allotment/application and shall forfeit the amounts paid/deposited or the earnest money, as stated hereinabove, and will refund the balance amount, if any, to the applicant(s) only after re-selling the said unit and receiving the consideration from the new buyer.
- 14. If the intending applicant does not accept the allotment of retail space as intimated by the company or does not sign the buyer's agreement and /or any other document, as required by the company for any reason, the company reserves the right to cancel/terminate the booking/allotment/application and shall forfeit the registration amount so paid along with this registration form and refund the balance, if any, to the intending applicant and the intending applicant shall have no right, claim or interest of whatsoever nature or kind in the project.
- 15. The Company, in its sole discretion, may at any time in future provide such nomenclature to the project, which deems fit and proper.
- 16. The courts at Gurgaon alone shall have jurisdiction in all matters arising out of or touching and/ or concerning this registration.
- 17. I/ we have read and understood the above-mentioned terms and conditions, documents referred to therein and agree to abide by them.

	(SOLE / FIRST APPLICANT	(SECOND APPLICANT)
SIGNATURE(S):	1(SOLE / FIRST APPLICAN	
	FOR OFF	ICE USE ONLY
1. APPLICATION A	CCEPTED /REJECTED	:
2. SIZE OF COMME	RCIAL SPACE	:
3. UNIT NO.		:
4. FLOOR		:
5. BOOKING		: DIRECT / BROKER
DATED:		AUTHORISED SIGNATORY
SIGNATURE (SOLE/1 <sup>ST</sup>	APPLICANT)	SIGNATURE(CO-APPLICANT(S))

Name of the applicant(s): 1. .....

#### **ANNEXURE**

#### **PAYMENT PLAN**

	BOOKING AMOUNT	
GROUND FLOOR		
Below 400 sq. ft.	INR 4,00,000	
Above 400 sq. ft.	INR 6,00,000	
FIRST FLOOR	INR 3,00,000	
SECOND FLOOR	INR 2,00,000	

Down Payment I	Plan (10% of Rebate)
At the time of registration	As Mentioned Above
Within 60 days of booking	Complete 95% of BSP + 100% of EDC and IDC + Right to Use of Car Parking + PLC (if applicable)
At the time of offer of Possession	5% of BSP + Registration & other applicable charges

CONSTRUCTION L	INKED INSTALMENT PLAN (CLIP)
At the time of booking	As Mentioned Above
Within 60 (sixty) days of booking	Complete 20% of BSP including amount paid at the time of registration
Within 6 (six) months of booking or Start of Excavation whichever is Later	10% of BSP
On Completion of Rafting Work	5% of BSP + 25% of EDC and IDC
On Commencement of 3 <sup>rd</sup> Basement Floor slab	5% of BSP + 25% of EDC and IDC
On Commencement of 1 <sup>st</sup> Basement Floor slab	5% of BSP + 25% of EDC and IDC
On Commencement of Ground Floor slab	5% of BSP + 25% of EDC and IDC
On Commencement of 2 <sup>nd</sup> Floor slab	7.5% of BSP + 50% of PLC (If Applicable)
On Commencement of 6 <sup>th</sup> Floor slab	7.5% of BSP + 50% of PLC (If Applicable)
On Commencement of 10 <sup>th</sup> Floor slab	7.5% of BSP + 50% of Right to Use of Car Parking
On Commencement of 14 <sup>th</sup> Floor slab	7.5% of BSP + 50% of Right to Use of Car Parking
On Completion of Superstructure*	7.5% of BSP
On Commencement of Electrical work*	7.5% of BSP
At the time of offer for Possession	5% of BSP + stamp duty + Registration & other applicable charges

<sup>\*[</sup>Installment (any of them) shall become payable (as per actual construction schedule) irrespective of their serial order in which they are listed above]

#### Terms & Conditions:

- All payments to be made in favor of "Spaze Towers Pvt Ltd" in the form of Cheque or DD payable at Gurgaon/Delhi.
- Service tax (including any other statutory taxes, levies, cess, etc. as may be levied in future) will be charged extra as per the government policy.
- The stamp duty & other charges , as applicable, shall be paid along with the last installment.
- PLC charges are extra as applicable (Applicable only for Corner, 60 Mtr. Road Facing, Piazza facing).
- Administrative charges for nomination will be charged as per Company policy.
- The offer is subject to Force Majeure. Prices, Terms & Conditions stated herein are merely indicative with view to acquaint the applicant and are not exhaustive.

SIGNATURE (SOLE/1 <sup>ST</sup> APPLICANT)	SIGNATURE(CO-APPLICANT(S))
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#### **CHECK LIST**

#### 1. For Resident Indians / HUF

- I) Self attested Copy of PAN Card
- ii) Copy of Passport / Election Card / Driving License as proof of residence (self attested).
- iii) One Passport size colored photograph (karta in case of HUF)
- iv) Application Form dully filled and sign by parties / karta of HUF on all pages.
- v) Third party cheque payment letter on the company's prescribed format (If applicable).
- vi) Signature verification of client from bank is required.

#### 2. For NRI's (Holding Indian Passport)

- i) Self attested Copy of PASSPORT.
- ii) Self attested Copy of Pan Card.
- iii) One Passport size colored photograph.
- iv) Address proof (for local address in India).
- v) Application Form dully filled and Sign by parties on all pages.
- vi) Third party cheque payment letter on the company's prescribed format (If applicable).

#### 3. For PIO's (Holding Foreign Passport)

- i) Self attested Copy of PASSPORT,
- ii) Address proof (for local address in India).
- iii) One Passport size colored photograph.
- iv) Self attested Copy of Pan Card.
- v) Application Form dully filled and Sign by parties on all pages.
- vi) Third party cheque payment letter on the company's prescribed format (If applicable).

#### 4. In case of the Company the following documents are required:-

- i) Copy of board resolution to sign the Documents for endorsement.
- ii) Self attested copy of Memorandum and Articles of Association.
- iii) Self attested Copy of PAN Card (Both Company & Signatory).
- iv) Form 32 in case there is new appointment of Director.
- v) Form 18 in case registered office of company changes.
- vi) Address proof of Company.
- vii) Current list of director to be typed on the letter head of company.
- vii) Third party cheque payment letter on the company's prescribed format (If applicable).
- viii) Application Form dully filled and Sign by authorized signatories on all pages.

### **FORM NO. 60**

# Form of declaration to be filed by a person who does not have a permanent account number and who enters into any transaction specified in rule114B

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