

RESIDENCES . OFFICES . RETAIL



Cyberscape

APPLICATION FORM

Cyberscape

APPLICATION FORM FOR PROVISIONAL ALLOTMENT OF RETAIL/ IT/ITES AT CYBER SCAPE

Application No. _____

Date: _____

REAL CAPITAL TOWERS PVT LTD.

4th Floor, VERITAS Building,
Sector-53, Golf Course Road,
Gurgaon – 122002, Haryana, India

Dear Sir,

I/We request that I/We may be registered for the allotment of a Proposed Commercial unit/Retail/space in your future upcoming Project “**CYBERSCAPE**” at Sector-59, Golf Course Road, Gurgaon, Haryana, which is being developed by you.

I/We agree to sign and execute the Buyers Agreement with the developer on their standard format. I/We understand and agree to abide by the terms and conditions of the Allotment as laid down herein. I/We herewith remit a sum of Rs. _____/- (Rs. _____ only) vide Bank Draft/Cheque No. _____ dated _____ Drawn on _____ Bank being the Application Money. I/We agree to pay further installments as stipulated or demanded by the Company as per the Payment Plan opted by me/us.

Particulars for all intents and purpose are mentioned hereunder:

SOLE/FIRST APPLICANT:

Mr. /Ms. / M/s _____

S/W/D of _____

Karta/ Auth. Sig. (in case of HUF/Firm/Company) _____

Date of Birth _____ years, CRF No. _____

Occupation: Service [] Private Service [] Business [] Student [] House wife [] Any other []

Photograph
(Sole/ First
Applicant)

Mailing Address: _____

City _____ Country _____ Pin Code _____

Tel _____ Mob _____

Fax _____ Email _____

Permanent Address: _____

City _____ Country _____ Pin Code _____

Tel: _____ Mob _____

Fax _____ Email _____

Residential Status (Tick One): Indian [] Non Resident Indian [] Foreign National of Indian Origin [] Others Please Specify []

Passport No. _____ PAN _____

Ward/Circle/Special Range _____

Guardian Name (in case of Minor) _____

Relation _____

Date of Birth (in case of minor) _____ Nationality _____

Resi/ Reg. Address _____

Tel/ Mob No. _____ Occupation _____

Photograph
(Guardian)

Co-Applicant / Applicant:

Mr. /Ms. / M/s _____

S/W/D of _____

Karta/ Auth. Sig. (in case of HUF/Firm/Company) _____

Date of Birth _____ years, CRF No. _____

Occupation: Service [] Private Service [] Business [] Student [] House wife [] Any other []

Mailing Address: _____

Photograph
(Co-Applicant)

City _____ Country _____ Pin Code _____

Tel: _____ Mob _____

Fax _____ Email _____

Permanent Address: _____

City _____ Country _____ Pin Code _____

Tel: _____ Mob _____

Fax _____ Email _____

Residential Status (Tick One): Indian [] Non Resident Indian [] Foreign National of Indian Origin [] Others Please Specify []

Passport No. _____ PAN _____	Photograph (Guardian)
Ward/Circle/Special Range _____	
Guardian Name (in case of Minor) _____	
Relation _____	
Date of Birth (in case of minor) _____ Nationality _____	
Resi/ Reg. Address _____	
Tel/ Mob No. _____ Occupation _____	

Co-Applicant / Applicant:

Mr. /Ms. / M/s _____	Photograph (Co-Applicant)
S/W/D of _____	
Karta/ Auth. Sig. (in case of HUF/Firm/Company) _____	
Date of Birth _____ years, CRF No. _____	
Occupation: Service [] Private Service [] Business [] Student [] House wife [] Any other []	
Mailing Address: _____	
City _____ Country _____ Pin Code _____	
Tel: _____ Mob _____	
Fax _____ Email _____	

Permanent Address: _____

City _____ Country _____ Pin Code _____

Tel: _____ Mob _____

Fax _____ Email _____

Residential Status (Tick One): Indian [] Non Resident Indian [] Foreign National of Indian Origin [] Others Please Specify []

Passport No. _____ PAN _____	Photograph (Guardian)
Ward/Circle/Special Range _____	
Guardian Name (in case of Minor) _____	
Relation _____	
Date of Birth (in case of minor) _____ Nationality _____	
Resi/ Reg. Address _____	
Tel/ Mob No. _____ Occupation _____	

NOMINATION DETAILS

Nominee of Sole/ First Applicant

Mr. /Ms. / M/s _____ Relation _____

S/W/D of _____

Nationality _____ Age _____ years, occupation _____

Resi/ Reg. Address _____

Tel/ Mob No. _____

Nominee of First Co- Applicant

Mr. /Ms. / M/s _____ Relation _____

S/W/D of _____

Nationality _____ Age _____ years, occupation _____

Resi/ Reg. Address _____

Tel/ Mob No. _____

Nominee of Second Co- Applicant

Mr. /Ms. / M/s _____ Relation _____

S/W/D of _____

Nationality _____ Age _____ years, occupation _____

Resi/ Reg. Address _____

Tel/ Mob No. _____

DETAILS OF COMMERCIAL SPACE:

Type: Retail [] / I.T. Space []

Tentative Unit No. _____ Floor _____ Super Area: _____ Sq. Ft.

PAYMENT PLAN:

Construction linked [] / Down Payment []

Basic Sale Price	@ Rs. _____ Psft. Rs. _____
Preferential Location Charges (PLC)	@ Rs. _____ Psft. Rs. _____
Parking Space Charges (Per Bay)	@ Rs. _____ Psft. Rs. _____
External Development Charges (EDC)	@ Rs. _____ Psft. Rs. _____
Infrastructure Development Charges (IDC)	@ Rs. _____ Psft. Rs. _____
Interest Free Maintenance Security Deposit (IFMSD)	@ Rs. _____ Psft. Rs. _____

Aggregating to Rs. _____

(Rupees _____ only)

Stamp duty & Registration Charges, Owners Association Membership charges, power back up charges, sanction load charges etc. shall be payable extra as applicable

Other charges including the payment of any VAT, Service Tax, Stamp Duty, Registration Fee and Legal Charges, Administration Charges, Fees, Cess, Duty Etc. shall be paid by me/us separately as may be decided & demanded by the company or any Competent Authority from Time to Time with retrospective effect.

Note: It is strictly noted that failure in deposit of stamp duty, registration charges, legal charges and administration charges etc before taking possession will be considered as failure in taking possession.

NOTE:-

- Cheques/Demand Drafts / Pay Order to be made in favour of “**Real Capital TowersPvt. Ltd.**” payable at New Delhi / Gurgaon.
- Allotment to Non- Resident Indians / Persons of Indian Origin shall be subject to the exchange control laws of India.
- All amounts received from Applicant(s) other than Resident Indians shall be from NRI Foreign Currency Accounts.
- For Non-Resident Indians/Persons of Indian Origin/all remittances, acquisition/ transfer of the said Commercial Unit and compliance with the provisions of Foreign Exchange Management Act, 1999 (“FEMA”) or any other statutory enactments shall be their own sole responsibility.
- “**Cyberscape**” at Sector-59, Golf Course Road, Gurgaon, Haryana, is being executed by Real Capital TowersPvt. Ltd., of Capital Group.

I/We the above Applicant(s) do hereby declare that the above particular/information given by me/us is/are true and correct to my / our best knowledge and no material facts have been concealed there from. I/We have signed this Application Form accepting the terms and conditions thereof and shall abide by the same and further I/We, the Applicant, do hereby declare that my/ our application for allotment of a Retail/ IT space is irrevocable and that the above particulars / information/ details given by me/us are true and correct and nothing has been concealed

therefrom. In case of any false or misleading information provided by me, the Company shall be reserve the right to cancel this application and entitled to forfeit the amount deposited by me.

Signature of Sole/ First Applicant

Signature of Second Applicant (if any)

Date_____

Place_____

Signature of Third Applicant (if any)

FOR OFFICE USE ONLY

Application: **Accepted** [] or **Rejected** []

DETAILS OF COMMERCIAL SPACE: Type: Retail [] / I.T. Space []

Tentative Unit No. _____ Floor _____ Super Area: _____ Sq. Ft.

PAYMENT PLAN: Construction linked [] / Down Payment []

Basic Sale Price @ Rs. _____ Psft. Rs. _____

Preferential Location Charges (PLC) @ Rs. _____ Psft. Rs. _____

Parking Space Charges (Per Bay) @ Rs. _____ Psft. Rs. _____

External Development Charges (EDC) @ Rs. _____ Psft. Rs. _____

Infrastructure Development Charges (IDC) @ Rs. _____ Psft. Rs. _____

Interest Free Maintenance Security Deposit (IFMSD) @ Rs. _____ Psft. Rs. _____

Aggregating to Rs. _____ (Rupees _____ only)

Application Amount of Rs. _____ (Rupees _____

_____ only) Received vide Receipt No. _____ Dated _____

No of Joint Holders: **One** [] / **Two** [] / **Three** [] Mode of Booking: Direct/ Business Development Associate (BDA)-

If BDA, Details _____

Special Instruction/ Remarks _____

Signature (Receiving Officer)

Signatory (Inventory)

BDA's Seal

TERMS AND CONDITIONS
FORMING PART OF APPLICATION FOR ALLOTMENT OF
RETAIL / I.T. SPACE
AT
CYBERSCAPE
SECTOR-59, GOLF COURSE ROAD, GURGAON, HARYANA

- 1) The Applicant(s) has / have applied before Real Capital Towers Pvt. Ltd, (herein after referred to as the Developer) for the registration of commercial space in future upcoming project “**Cyberscape**”, at Sector-59, Golf Course Road, Gurgaon, Haryana, with full knowledge and subject to all laws notifications and rules applicable in this area.
- 2) The Applicant(s) has / have fully satisfied himself/herself about the interest and the title of the developer in the said land/Complex.
- 3) The developer shall have the right to effect suitable and necessary alteration in the layout plan, if and when found necessary, which alteration may involve all or any of the following changes, namely, change in the position of the I.T. space/ retail unit, change in its number or change in its dimension area to the extent of Plus/Minus 15%. If there is any increase/decrease in the area, the revised price will be payable/ adjusted at the Allotment rate at the time of the final notice of the possession. Such amount shall be adjusted/ demanded at the time of final notice of possession. To implement any such change in the area and if considered necessary a supplementary agreement may be executed with the Applicant(s). If for any reason the developer is not in a position to allot the property, the developer shall refund amount deposited by the Applicant(s) with simple interest at the rate of 8% per Annum. It is understood by the Applicant(s) that the developer is not liable to pay any compensation in any eventuality as aforesaid.
- 4) The Applicant(s) is / are entitled to get the name of his/her nominee(s) substituted in his /her place with the prior approval from the developer, who may permit the same on such conditions as it may deem fit and proper in accordance with directives, if any, laid down by government or any statutory authorities in this behalf.
- 5) The Applicant(s) agree that he/she shall pay the price of I.T. space/retail unit and other charges on the basis of super area, i.e. the covered area of his/her I.T. Space / retail unit as also pro-rata share of common areas of space in the building.
- 6) EDC, IDC, PLC, Car parking, applicable statutory Taxes will be charged over and above Basic Sale Price. If there is any increase in the Govt. charges and levies in future, the same shall be payable by Applicant(s) as and when demanded by the developer.
- 7) The Applicant(s) agrees to pay the total cost of I.T. Space / retail unit as per the Payment Plan enclosed.
- 8) The time of payment of installments as per the payment plan is the essence of this transaction. It shall be incumbent on the Applicant(s) to comply with the terms and payment and other terms and conditions of the allotment and sale. In case the installments are delayed the Applicant(s) shall be liable to pay interest, calculated from the due date of outstanding amount @ 21% per annum compounded quarterly. However if the Applicant(s) fails to pay the installments within 3 months from the due date of outstanding amount, the developer shall forfeit the entire amount of Earnest Money deposited by him/her and the allotment shall stand cancelled and he/she shall left with no right, lien, claim on the said commercial space/unit.
- 9) All taxes, including VAT, Service Tax, Levies, Charges, Cess, Assessments, whether levied now or in future on the land and or the building/I.T. space/retail unit (as the case may be) shall be borne by the Applicant(s).
- 10) The Applicant(s) agrees that the maintenance of the common services /facilities pertaining to the said I.T. space/retail unit shall be carried out by the developer or by its nominated agency and even after the formation of association /Society of Applicant(s) owners, the maintenance of the project building and provision of common services shall vest with the developer or its nominated agency. The Applicant(s) shall pay requisite charges for the maintenance of various common services in advance at the time of offer of possession, as determined by the developer, or its nominated agency, from time to time. For this purpose, the Applicant(s) agrees to sign a Maintenance Agreement for the up-keep of various services /facilities which shall be detailed in the said Maintenance Agreement. However, internal maintenance of the individual I.T. space/retail unit shall be the responsibility of Applicant(s).
- 11) The Applicant(s) shall, in addition to payment of maintenance charges, contribute to the “SINKING FUND” established by the developer for the purpose of replacement of the capital assets installed by the developer in the project building, at the rates prescribed by the developer from time to time.

- 12) The conveyance deed shall be executed and registered in favor of the Applicant(s) after the I.T. space/retail unit has been finally constructed at the site and after the developer has received full Sale consideration.
- 13) The Company reserves the right to transfer ownership of the Project, in whole or in parts to any other entity such as a partnership firm, body corporate, whether incorporated or not, association or agency, by way of sale/ disposal or any other arrangement whatsoever, as may be determined by the Company in its sole discretion and the Applicant undertakes that he/ it shall not raise any objection in this regard.
- 14) The Company shall not be responsible towards any third party making payment/ remittance on behalf of the Applicant and such third party shall not have any right in the application / allotment of the Retail/ IT space applied for herein in any way. The Company shall issue receipts for payment in favor of the Applicant only.
- 15) The Applicant(s) undertakes to abide by the laws, rules and regulation applicable to the said I.T. space/retail unit.
- 16) If there is any breach of contract on the part of Applicant(s) or if the Applicant(s) is unable to perform his/her part of the contract, the Earnest Money paid by him/her to the developer shall be forfeited and balance amount if any, shall be refunded without interest to the Applicant(s). For this purpose, fifteen percent (15%) of the total consideration shall constitute the Earnest Money.
- 17) That the developer shall give written notice to the Applicant(s) about the date of handing over the Possession and the Applicant(s) shall himself / herself or through his / her attorney take possession of the Premises. The Parties agree that in the event the Applicant(s) fails to accept and / or take over possession of the unit on the date indicated in the notice for possession, the possession of the unit shall be deemed to be taken over by the Applicant(s) on the date specified therein.
- 18) That all the expenses of the Sale Deed /Transfer Deed viz. Stamp Duty, Registration Charges, etc. shall be borne and paid by the Applicant(s).
- 19) If the Applicant(s) is residing outside India, he/she/they shall obtain all necessary approval from the concerned authorities for entering into this transaction. However, the developer shall not be responsible for any wrong/false/inadequate information provided by the Applicant(s).
- 20) The Size and place of external and internal signages will be controlled by the Developer and will be as per the specifications provided by the Developer's Architect.
- 21) The Applicant hereby authorizes and permits the Company and further confirm that he has no objection if Company raise finance/ loan from any financial institution / bank by way of mortgage/ charge/ securitization of his/ its respective Retail/ IT space or the receivables, if any, accruing or likely to accrue therefrom, subject to the Retail/ IT Space being made free of any encumbrances at the time of execution of sale deed in favor of the Applicant or his/ its nominee. The Applicants further understands that in case of the Applicant who have opted for long-term payment plan arrangement with any financial institution /banks, the conveyance of the Retail/ IT Space in favor of the Applicant shall be executed only upon the Company receiving no objection certificate from such financial institutions/ banks.
- 22) That the Applicant(s) shall get his/her complete address registered with the developer at the time of booking and it shall be his/her responsibility to inform developer by registered A/D letter about all subsequent changes, if any, in his/her address, failing which all demand notices and letter posted at the first registered address will be deemed to have been received by him/her at the time when those should ordinarily reach at such address and the Applicant(s) shall be responsible for any default in payment and other consequences that might occur there from.
- 23) All or any disputes arising out or touching upon or in relation to the terms of this application, Buyer Agreement and/ or Conveyance Deed including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at the Office of the Company in Gurgaon by a sole arbitrator who shall be appointed by the Managing Director of the Company. The Applicant(s) hereby confirms that he/ she shall have no objection in this appointment. In case of any proceedings, references etc. touching upon the arbitration subject including any award, the territorial jurisdiction of the courts shall be Gurgaon as well as of Punjab & Haryana High Court at Chandigarh.

Declaration

I/ We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/ We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/ us with the terms and conditions as comprehensively set out in Buyer Agreement, which shall be in addition to the terms and conditions set out in this application. I/We are fully conscious that it is not incumbent on the part of the Company to send us reminders/ notices in respect of our obligations as set out in this application and/ or Buyer Agreement and I/We shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and conditions contained in this application and/or Buyer Agreement. I/ We have sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the Company, I have now signed this Application Form and paid the monies thereof fully conscious of my liabilities and obligations including interest & penalties on late payments and defaults & even leading to forfeiture of earnest money as may be imposed upon me. I/We further undertake and assure the Company that in the event of cancellation of my/ our allotment either by way of forfeiture or refund of my/ our monies or in any manner, whatsoever including but not limited to as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien on the Retail/ IT Space applied for and provisionally and/ or finally allotted to me/ us in any manner whatsoever.

I/ We have submitted this application form out of my own free will after having thoroughly gone through its contents and shall remain bound by the terms and conditions mentioned herein.

Signature of Sole/ First Applicant

Signature of Second Applicant (if any)

Date_____

Place_____

Signature of Third Applicant (if any)

Documents to be submitted along with the Application

Resident of India

- Copy of PAN Card
- Passport size photographs
- Photo ID, Signature & Address Proof (Mailing and Permanent)

Partnership Firm

- Copy of PAN card of the partnership firm
- Copy of partnership deed/ agreement
- In case one of the partner has signed the documents, an authority letter from the other partners authorizing the said person to act on behalf of the firm
- Photo ID, Signature & Address Proof (Mailing and Permanent) of the Firm and the signing partner
- Passport size photographs of the signing partner

Private Limited and Limited Company

- Copy of PAN card of the Company
- Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary of the Company
- Board Resolution authorizing the signatory of the application form to buy property on behalf of the Company
- Photo ID, Signature & Address Proof (Mailing and Permanent) of the Company and Authorized Signatory
- Passport size photographs of the authorized signatory

Hindu Undivided Family (HUF)

- Copy of PAN card of HUF
- Authority letter from all co-parcener's of HUF authorizing the Karta to act on behalf of HUF
- Photo ID, Signature & Address Proof (Mailing and Permanent) of the Karta
- Passport size photographs of Karta

NRI/ Foreign National of Indian Origin

- Copy of the individual's passport
- In case of demand draft (DD), the confirmation from banker stating that the DD has been prepared from the proceeds of NRE/ NRO account of the allottee
- In case of cheque, all payments should be received from the NRE/ NRO/ FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party
- Passport size photographs, Photo ID, Signature & Address Proof (Mailing and Permanent)



REAL CAPITAL TOWERS PRIVATE LIMITED

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