

To

**M/s Spotlite Projects Private Limited**  
Corporate Office at 403-404, K.M. Trade Tower,  
Annexe Radisson Blu, Kaushambi,  
Ghaziabad-201010  
(Hereinafter referred to as "**Company**")

Date .....

Customer Code .....

UPRERA Registration Number: .....

Dear Sir(s),

I/ We hereby apply for allotment of a shop/unit space ..... on ..... Floor admeasuring Carpet Area of ..... in Sq. Ft ..... in Sq. Mtrs. (Super Area of approx. ..... in Sq. Ft, ..... in Sq. Mtrs.) in the commercial complex named "**Spotlite**" proposed to be developed by Company (having its registered office at Plot No.2, Flat No.118, F/F Netaji Subhash Marg, Darya Ganj Delhi-110002) at Rajnagar Extension (Village Noor Nagar), Khasra No. 1069, District Ghaziabad, Uttar Pradesh (hereinafter referred to as "**Said Project**") in accordance with the terms and conditions specified in Schedule A to this form. I/ We declare that I/ we have read and understood the terms and conditions specified in Annexure A to and agree to abide by them.

I/ We hereby pay/ remit a sum of Rs..... (Rupees ..... only) vide bank draft/pay order/cheque number ..... dated ..... drawn on ..... in favour of **Spotlite Projects Private Limited Collection A/C** payable at **Ghaziabad** ("**Application Amount**") towards allotment of a shop/unit space in the Said Project.

OR

I/ We hereby pay/ remit a sum of Rs ..... (Rupees ..... only) vide RTGS/ NEFT/ IMPS in the following bank account of the Company:

Account No. ...., Bank ...., Branch ...., RTGS/NEFT IFS Code .....

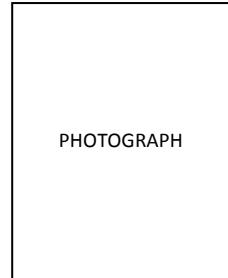
I/ We have clearly understood and I/ we agree that this application form will be processed by the Company only after encashment of the cheque(s) submitted by me/ us together with the application form complete in all respects, otherwise the application shall be liable for rejection and the amount(s) paid by me/ us up to the extent of earnest money shall be forfeited.

In the event the Company decides to provisionally allot the commercial shop/unit space to me/ us, I/ we agree to execute Agreement For Sale in the Company's standard format within the stipulated period and to further pay the installments of sale price and all other dues as stipulated in this application and/ or in the Agreement For Sale/ Allotment Letter and the payment plan as explained to me/ us by the Company's sales organizer/ executive and understood by me/ us.

My/ our particulars are given below: -

### **FIRST/SOLE APPLICANT**

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



Son/ Wife/ Daughter of .....

Permanent Address .....

PHOTOGRAPH

Correspondence Address .....

Telephone ..... Mobile ..... Fax .....

E-Mail ID ..... Date of Birth .....

Marital Status:  Married  Unmarried

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

Nationality ..... Passport / PIO Card No. ....

Income Tax Permanent Account / Ward No. ....

Profession:  Govt. Employed  Self Employed  Private Sector  Professional

Others      If others, please specify .....

Organisation Name ..... Designation .....

Office Address.....

Tel. : Office ..... Mobile ..... Fax .....

Email ID .....

### **Nominee's Details**

Name .....

Relationship .....

Address .....

### **(In case nominee is a minor)**

Guardian Name ..... Relationship .....

Guardian's Address .....

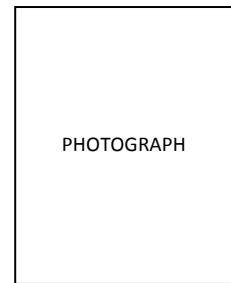
## SECOND APPLICANT

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

Son/ Wife/ Daughter of .....

Permanent Address .....

Correspondence Address .....



Telephone ..... Mobile ..... Fax .....

E-Mail ID ..... Date of Birth .....

Marital Status:  Married  Unmarried

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

Nationality ..... Passport / PIO Card No. ....

Income Tax Permanent Account / Ward No. ....

Profession:  Govt. Employed  Self Employed  Private Sector  Professional  
 Others      If others, please specify .....

Organisation Name ..... Designation .....

Office Address.....

Tel. : Office ..... Mobile ..... Fax .....

Email ID .....

### Nominee's Details

Name .....

Relationship .....

Address .....

### (In case nominee is a minor)

Guardian Name ..... Relationship .....

Guardian's Address .....

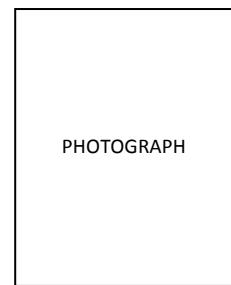
### THIRD APPLICANT

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

Son/ Wife/ Daughter of .....

Permanent Address .....

Correspondence Address .....



Telephone ..... Mobile ..... Fax .....

E-Mail ID ..... Date of Birth .....

Marital Status:  Married  Unmarried

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

Nationality ..... Passport / PIO Card No. ....

Income Tax Permanent Account / Ward No. ....

Profession:  Govt. Employed  Self Employed  Private Sector  Professional

Others  If others, please specify .....

Organisation Name ..... Designation .....

Office Address.....

Tel. : Office ..... Mobile ..... Fax .....

Email ID .....

#### Nominee's Details

Name .....

Relationship .....

Address .....

#### (In case nominee is a minor)

Guardian Name ..... Relationship .....

Guardian's Address .....

**(\*\* Applicable in case of a Company or a Partnership Firm)**

\*\*M/s ..... a Company incorporated and registered under the provisions of Companies Act, 1956/2013, having its registered office at....., acting through its director/ representative ..... duly authorized vide board resolution of the Company dated ..... (hereinafter referred to as the "**Applicant**", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators, executors, assigns, liquidators, legal representatives).

PAN: ..... (Copy of PAN Card required)

**(Note:** Copy of board resolution and certified copy of Memorandum & Articles of Association required)

OR

\*\* M/s ..... a partnership firm duly registered under the provisions of The (Indian) Partnership Act, 1932 through its partner ..... duly authorized by resolution dated ..... (hereinafter referred to as the "**Applicant**", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representatives, successors, executors, assigns).

PAN: ..... (Copy of PAN Card Required)

(Note: Copy of partnership deed and copy of resolution signed by all the partners required)

Note:

- i. All bank draft/pay order/cheque/ to be made in favour of **Spotlite Projects Private Limited Collection A/C** payable at **Ghaziabad** only. The Applicant may also make the payments by RTGS/NEFT/IMPS in the bank account of the Company having the following details:

Account No. ...., Bank ...., Branch ...., RTGS/NEFT IFS Code .....

Persons signing the application on behalf of other person/ firm/ company shall file proper authorization/ power of attorney.

I/ We, the above-named Applicant(s) do hereby declare that the particulars given by me/ us are true and correct and nothing has been concealed therefrom. Any allotment against my/ our application shall be subject to the terms and conditions attached to this application form and marked as Schedule A and as may be comprehensively set out in the Agreement for Sale, the terms whereof shall ipso-facto be applicable to me/ us and to my/ our legal heirs and successors. I/ We undertake to inform the Company of any change in my/ our address or in any other particular/ information, given above, till the shop/unit space is registered in my/ our name(s), failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Company shall be deemed to have been received by me/ us. I/ We have read and signed all the pages of this application form and the "Payment Plan" after fully understanding the contents thereof.

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**Name & Signature of the Applicant(s)**

**Details of the shop/unit space applied for in commercial project –“SPOTLITE”**

**1. DETAILS OF SHOP/UNIT**

Tentative Shop/Unit Space No. .... Floor .....

Carpet Area: ..... Sq. Ft ..... Sq. Mtrs.

Super Area: ..... Sq. Ft ..... Sq. Mtrs.

(The above preference of Commercial Space is subject to availability and allotment)

**2. SALE CONSIDERATION**

**A. Basic Sale Price (BSP)**

i. BSP: Rs...../-  
Rs. .... /- per Sq. Ft. of Carpet Area  
Rs. .... /- per Sq. Ft. of Super Area

**B. Other Charges**

i. Preferential Location Charges (PLC): Rs. .... /-  
Rs. .... /- per Sq. Ft. of Carpet Area  
Rs. .... /- per Sq. Ft. of Super Area

ii. Power Backup (..... KVA): Rs. .... /-  
Rs. .... /- (Per KVA)

iii. Basement Mechanical Car Parking (.... No.): Rs. .... /-  
Rs. .... /- per Sq. Ft. of Carpet Area  
Rs. .... /- per Sq. Ft. of Super Area

**Total : Rs. .... /-**

v. Other Allied Charges such as Electric Connection Deposit, Electric Meter Installation Charges, Water Connection Charges, Gas Connection Charges and Maintenance Charges are non-determinable at this stage and shall be communicated on offer of possession. These charges shall be payable by the applicant at the time of offer of possession.

vi. Registration charges, stamp duty and legal charges shall be payable by the Applicant at the time of offer of possession.

vii. Government Charges: Any Government charges, taxes, levies, cesses (including the future taxes, charges, levies, cesses) and including but not limited to goods and services tax, labour cess and any other statutory charges, if any, shall be payable by the Applicant as and when demanded by the Company in respect of the unit.

# (1 Sq. Mt. = 10.764 Sq. Ft)

Booking:  Direct  Broker

In case of Broker, please specify name and address: .....

## PAYMENT PLAN

Down Payment Plan (DP)

Construction Linked Plan (CLP)

Flexi Payment Plan (FPP)

Time Linked Plan (TLP)

**In case of other payment plan not mentioned above, please specify:**

.....

### **DECLARATION**

I/ We, the undersigned, do hereby declare that the above-mentioned particulars/information given by me/ us are true and correct to my/our knowledge and no material facts have been concealed there from.

I/ We have signed this application form in acceptance of the terms and conditions stipulated hereunder and agree to abide by the same. I/ We am/ are aware that signing the application form and payment of the Application amount does not amount to allotment of the space in the Said Project. The Company in its sole discretion may accept the application and allot the space or reject the application. In case my/ our application is accepted and an allotment is made, the Application Amount paid hereunder shall be treated as part of earnest money and/ or part basic sale price. I/ We agree and undertake to pay the basic sale price/Booking Amount and other charges as per payment plan to be opted by me/ us. I/ We further agree and undertake to sign the Agreement for Sale and other document/s as and when so required by the Company in its prescribed format. I/ We am/ are aware that, in case I/ we do not sign the same within the stipulated period as may be laid down by the Company, the entire Application Amount paid by me/ us here under shall be forfeited by the Company and I/ we shall be left with no claim in the proposed allotment in any manner whatsoever. I/ We declare that in case of non-allotment of the space in the Said Project, my/ our claims shall be limited only to refund of the amount to the extent of the said Application Amount without any interest, compensation or damages. I/ We further declare and confirm that I/ we shall have no claim against the Company for non-allotment and/ or withdrawal of the allotment for any reason whatsoever.

Place: .....

Date: .....

**Signature of the Applicant(s)**

## SCHEDULE A

### **TERMS AND CONDITIONS OF ALLOTMENT OF COMMERCIAL SHOP/UNIT SPACE IN PROJECT KNOWN AS "SPOTLITE" BEING DEVELOPED AT RAJNAGAR EXTENSION (VILLAGE NOOR NAGAR), KHASRA NO. 1069, GHAZIABAD, UTTAR PRADESH**

The terms and conditions given below are of indicative nature with a view to acquaint the applicant(s) (hereinafter referred to as "**Applicant/ Intending Allottee**") with the terms and conditions as may be comprehensively set out in the Allotment Letter and Agreement for Sale, which upon execution shall supersede the terms and conditions as set out in the application in particular whereof have been understood by the Applicant/ Intending Allottee(s).

1. The Applicant has clearly understood that the Company is developing a commercial complex named **Spotlite** on a plot of land admeasuring about 6426.73 square meters situated at Rajnagar Extension (Village Noor Nagar), Khasra No. 1069, Ghaziabad, Uttar Pradesh and allotted by Ghaziabad Development Authority to the Company. The company is constructing the commercial complex known as **Spotlite**.
2. The Applicant has been provided the copies of the title documents and the Applicant has read and understood the same.
3. The Applicant has clearly understood that the said plot has been allotted for setting up a commercial project and the allotment of unit therein, if made, will be purely provisional and shall be confirmed only once the complex is functional. All charges shall be paid and borne by the Intending Allottee/ Applicant as per the payment plan opted.
4. The term 'Carpet Area' shall mean the net usable floor area of a shop/unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the shop/unit. The term 'Super Area' used herein shall comprise the covered area, inclusive of the area under periphery walls, area under columns and walls within the shop/ unit, areas under staircase, balconies, circulation areas, walls, lifts, shafts (all types), passages, corridors, lobbies, refuge areas plus proportionate share of the area utilized for common use and facilities such as installation and placement of DG sets and the like.
5. The Applicant(s) has/ have seen the sanctioned plans and layout plans pertaining to the Said Project (as approved by the appropriate authorities) and the specifications of the shop/unit space and after being satisfied in all respects is willing to purchase the shop/unit space in the Said Project. The Applicant(s)/ Intending Allottee(s) further agrees that the Company may make such variations, additions, alterations etc. therein as it may in its sole discretion consider fit and proper for and in the shop/unit space or as may be required by Ghaziabad Development Authority and/ or any other competent authority, Government agencies or the architect of the Company. Such alterations may include change in location, preferential location, number, increase or decrease in number of shop/unit space, floor, block or area of the said shop/unit space.
6. The Applicant(s) agree that he/ she/ it/ they shall not raise any claim, monetary or otherwise in case of any such change (specified in the above para). It is clarified that the initial rate of booking of the shop/unit space will be applicable on the changed area in case of refund or demand.
7. The Applicant(s) agree that 10% (ten percent) of basic price of the space/ unit shall constitute the earnest money/Booking Amount.
8. Timely payment of installments of basic price, other charges and allied charges pertaining to the unit is the essence of the terms of the booking/ allotment. However, in the event of breach of any of the terms and conditions of the allotment by the Applicant(s)/ Intending Allottee(s), the allotment will be cancelled at the discretion of the Company and the earnest money paid by the Applicant/ Intending Allottee shall stand forfeited. Further, any interest on the installments due (but unpaid) and the interest on delayed payments shall be adjusted from the amounts received by the Company from the Applicant(s)/ Intending Allottee(s) and repayable to the Applicant(s)/ Intending Allottee(s) in terms of this application form or the allotment letter, as the case may be. The balance amount (remaining after forfeiture of the earnest money and the adjustment of interest payable by the Applicant(s)/ Intending Allottee(s)) shall be refundable to the Applicant/ Intending Allottee(s) without any interest, after the said unit is allotted to some other intending allottee and after the compliance of requisite formalities by such allottee(s). The Company, in its absolute discretion, may condone the delay by charging penal interest of 12% per annum for up to 3 (three) months delay from the due date of payment and of 12 % per annum thereafter on all outstanding dues from their respective due dates.

9. All payments by the Applicant(s)/ Intending Allottee(s) shall be made to the Company through demand drafts/cheques/pay order/ drawn upon scheduled banks in favour of **Spotlite Projects Private Limited Collection A/C** payable at **Ghaziabad**. The Applicant may also make the payments by RTGS/NEFT/IMPS in the bank account of the Company having the following details:

Account No. ....	Bank .....	Branch .....
.....	.....	RTGS/NEFT
.....	.....	IFS Code

10. Assignment/ transfer of the said unit, in case of allotment thereof, by the Applicant(s) shall be permissible at the sole discretion of the Company on payment of such administrative charges as may be fixed by the Company from time to time, provided that such assignee/ transferee shall be bound by the provisions of the agreement for sale. In this regard, such assignee/ transferee shall conform to the dedicated usage of the space and the terms of allotment of the space.

11. All the statutory charges, levies and applicable charges/ transfer charges as may be demanded or imposed by the authorities/ concerned agencies shall be payable proportionately by the Applicant(s) from the date of booking as per demand raised by the Company and/ or concerned authority/ agency.

12. Non-payment of any of the consumption and maintenance charges within the time specified shall also disentitle the Applicants(s) to the enjoyment of the common areas and services.

13. Applicants(s) having NRI status or being foreign nationals shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act and/ or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/ considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any statutory authority/ RBI the amount paid towards booking and further consideration will be returned by the Company as per rules without interest and the allotment of the space shall stand cancelled forthwith. The Applicants(s) agrees that the Company shall not be liable in any manner whatsoever on such amount.

14. The Company shall have the first lien and charge on the said shop/unit space for all its dues and other sums/ payment by the Applicant(s)/ Intending Allottee(s) to the Company in respect of the shop/unit space.

15. The Applicant(s) undertakes to abide by and comply with all the laws, rules and regulations applicable to the Said Project.

16. That, in case of cancellation of interest by the Applicant(s) prior to signing of the agreement for sale or at any time thereafter for any reason whatsoever, the Company shall be entitled to forfeit the earnest money as well as deduct the brokerage amount payable to the broker/ sales organizer out of the amount received from the Applicant(s). The Applicant(s) hereby agrees and confirms that the Company shall refund the balance amount in accordance with other terms and conditions mentioned herein.

17. The Applicant(s) agrees that in case due to any legislation, order, rule or regulation made or issued by the Ghaziabad Development Authority/ Government or any other authority or if the competent authority refuses, delays, denies the grant of necessary approvals for the allotment of the space in the Said Project or if any matters/ issues relating to such approvals, permissions, notices, notification by the competent authority becomes subject matter of any suit/ writ before any court of law or due to force majeure conditions, the Company after provisional and/ or final allotment, is unable to deliver the space to the Applicant(s), the Company shall refund the amount paid by the Applicant(s) without any interest or compensation whatsoever.

18. The Applicant(s) shall, before taking possession of the said space, clear all the dues/ payment in respect of the said space executed in his/ her/ their favour after payment of requisite transfer charges, stamp duty, registration fee and other charges/ expensed to Ghaziabad Development Authority.

19. The Applicant(s) shall get his complete address registered with the Company at the time of booking and it shall be his/ their responsibility to inform the Company, by a letter sent through speed post, about all subsequent changes in the address, failing which, all demand notices and letters posted at the first registered address will be deemed to have been received by him at the time when those should ordinarily reach such address and he shall be responsible for any default in payment and other consequences that might occur. In all communications the reference of the allotted space must be mentioned clearly.

20. In case there are joint Applicant(s), all communication shall be sent by the Company to the Applicant whose name appears first, at the address given for mailing and which shall for all purposes be considered as served on all the Applicant(s) and no separate communication shall be necessary to the other named Applicant(s).
21. Courts in Delhi alone shall have jurisdiction in case of any dispute.
22. Singular shall mean and include plural and masculine gender shall mean and include all the genders wherever applicable.

**Signature of Applicant(s) /Intending Allottee(s)**

Place: \_\_\_\_\_

Date: \_\_\_\_\_

