

Date



To
M/s SPAZE TOWERS PVT. LTD.,
'SPAZEDGE'
Sector-47
Gurgaon-Sohna Road, Gurgaon-122002,
Haryana (INDIA)

Subject: Application for Provisional Registration of Commercial space in your proposed Commercial Project at Sector-69, Gurgaon.

Dear Sir(s),

I / we am / are desirous of obtaining allotment of commercial space in Spaze Palazo the forthcoming commercial project of M/s Spaze Towers Pvt. Ltd. in Sector 69, , Tehsil and District Gurgaon. I / we am / are enclosing cheque / draft / pay order bearing No. dated for Rs (Rupees only) drawn on (bank & branch) in favour of M/s Spaze Towers Pvt. Ltd. Account which may very kindly be treated as advance payment for registration / booking. I / we am / are request that I / we may be provisionally allotted commercial space tentatively measuring sq.ft. (super area). I / we understand that the proposed allotment shall be subject to timely execution of various documents to be supplied by M/s Spaze Towers Pvt. Ltd. and also compliance with broad and indicative terms and conditions set out hereinafter.

MY / OUR PARTICULARS AS MENTIONED BELOW MAY BE RECORDED FOR REFERENCE AND COMMUNICATIONS:

1. APPLICANT (SOLE / FIRST)
SON / WIFE / DAUGHTER OF
MAILING ADDRESS
TELEPHONE NO. FAX NO.
E-MAIL MOBILE NO.
RESIDENTIAL STATUS: RESIDENT / NON-RESIDENT INDIAN / FOREIGN NATIONAL OR INDIAN ORIGIN
NATIONALITY PAN NO.
WARD / CIRCLE / PLACE OF ASSESSMENT

Please affix
Your
Photograph
here

Allottee

Co-Allottee(s)

2. SECOND APPLICANT (SOLE / FIRST)
 SON / WIFE / DAUGHTER OF
 MAILING ADDRESS

 TELEPHONE NO..... FAX NO.....
 E-MAIL MOBILE NO.....
 RESIDENTIAL STATUS: RESIDENT / NON-RESIDENT INDIAN /
 FOREIGN NATIONAL OR INDIAN ORIGIN
 NATIONALITYPAN NO.....
 WARD / CIRCLE / PLACE OF ASSESSMENT

Please affix
Your
Photograph
here

DECLARATION

I / WE, THE UNDERSIGNED INTENDING APPLICANT (SOLE/FIRST AND SECOND APPLICANT), DO HEREBY DECLARE THAT THE ABOVE-MENTIONED PARTICULARS / INFORMATION GIVEN BY ME / US ARE TRUE AND CORRECT TO MY / OUR KNOWLEDGE AND NO MATERIAL FACT HAS BEEN CONCEALED THEREFROM.

NAME OF THE APPLICANT(S) 1..... 2.
 (SOLE / FIRST APPLICANT) (SECOND APPLICANT)

SIGNATURE(S): 1 2.
 (SOLE / FIRST APPLICANT) (SECOND APPLICANT)

PLACE:..... DATE:.....

NOTES:

1. All Drafts / Cheques are to be made in favour of ‘SPAZE TOWERS PVT.LTD A/c Palazzo’, Payable at Delhi / New Delhi
2. The Drafts / Cheques are accepted subject to realisation.

INDICATIVE TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR PROVISIONAL ALLOTMENT OF COMMERCIAL SPACE IN FORTHCOMING COMMERCIAL PROJECT COMPRISED IN SECTOR 69 IN REVENUE ESTATE OF FAZILPUR JHARSA TEHSIL AND DISTRICT GURGAON.

The terms and conditions given below are tentative and indicative in nature with a view to acquaint the Applicant with the terms and conditions as comprehensively set out in the Property Buyer's Agreement which, upon execution, shall supersede the terms and conditions set out in this application.

1. That the Applicant has made this application for allotment of Commercial Space in Palazo Commercial Project (herein after referred to as "**Palazo**") comprised in Sector 69 in revenue estate of Fazilpur Jharsa, Tehsil and District Gurgaon with full knowledge of and subject to all the laws / notifications and rules applicable to this area in general and this project in particular which have been explained by M/s Spaze Towers Pvt. Ltd. (herein after referred to as "**Company**"), and understood by the Applicant.
2. That the Applicant has satisfied himself / herself about the interest and right of the Company in the land on which the said Commercial Project is being constructed and has understood all limitations and obligations in respect thereof. The Applicant agrees that there will not be any further investigations or objections by him / her in this respect. The applicant is aware that the Company has entered into agreement of collaboration with the OWNERS of the land and has proceeded to execute this contract by virtue of aforesaid agreement of collaboration.
3. That the Applicant has seen and accepted the typical plans, specifications, dimensions and locations of the commercial units in Palazo the project which are tentative and indicative and may be changed, altered, modified, revised, added, deleted, substituted or recast if and when as directed by the Competent Authority and / or Architect at any time and the Applicant is making application with the full knowledge about the layout plans, locations and other terms and conditions. The company shall have the right to effect suitable alterations such as but not limited to change / alteration of plans, dimensions and location and number of unit in the Commercial Project. In case after the sanction of layout plans the area of the unit gets altered, the sale consideration shall be accordingly reduced / increased and the quantum of such reduction / increase shall be determined by the company. The Applicant hereby gives his / her consent to such modifications. The Applicant has in token accepted the tentative lay-out plans of the said Unit Complex and the Colony and the Applicant shall not raise any dispute / claim against the Company in this regard.
4. That the Applicant has made this application with full knowledge of the fact that the plans for the Commercial Project in which the unit applied for will be located are yet to be sanctioned by the Competent Authority. However if for any reason whatsoever the company is not in position to allot the Commercial Project applied for, the company shall be responsible only to refund of the amount deposited with interest @9% p.a. Thereafter the Applicant shall have no right, claim, interest, monetary or otherwise against the company, and the company shall not be liable for any compensation on this account.

_____ Allottee

_____ Co-Allottee(s)

5. That the total consideration for the aforesaid Premises is not inclusive of External Development Charges (“**EDC**”), Infrastructure Development Charges (“**IDC**”) as specified by the Director, Town and Country Planning, Government of Haryana, Chandigarh. In the event of there is any increase or enhancement in the EDC / IDC charges, the same shall be payable by the Allottee(s) on pro rata basis of the saleable area / super area of the Allottee(s). That the Applicant agrees that he / she shall pay the price of the Commercial Project and other charges like EDC / IDC and PLC (if applicable). Applicant undertakes to pay any other future charges / cess / levies by whatever name called, including service tax or any other statutory demand that may be levied / demanded by the Competent Authority in future.
6. That in case the Company is not in a position to make the offer of allotment for commercial space within a period of 12 months from the date of present application for any reason whatsoever, allottee shall only be entitled to refund of the advance amount for the provisional registration paid by allottee along with simple interest at the rate of 9% per annum from the date of payment of such advance. The intending applicant shall have no right, claim or interest of whatsoever nature or kind in the project or commercial space.
7. That the External Development Charges (EDC) and Infrastructure Development Charges (IDC) for the purpose of external services which is to be provided by the Haryana Govt. have been charged as per the present rate fixed by the Haryana Government and in case of any increase in these charges in future the same shall be borne and paid by the Applicant as and when demanded by company.
8. (a)The Applicant agrees that out of the amount(s) paid / payable by him / her towards the Sale Consideration, the Company shall treat 15% of the Sale Consideration as Booking Amount to ensure fulfilment, by the Applicant, to the terms and conditions as contained in this application and the Property Buyer’s Agreement. That the Applicant hereby authorises the Company to forfeit this Booking Amount along with the interest paid, due or payable along with any other amounts of non-refundable nature in case of non-fulfilment of the terms and conditions contained in application for allotment submitted by the applicant as well as terms herein contained and those of the Property Buyer’s Agreement and also in the event of failure by the Applicant to sign and return to the Company the Property Buyer’s Agreement and maintenance agreement within thirty (30) days of its despatch by the Company.
(b)The APPLICANT agrees that upon cancellation of the booking, the COMPANY will be released and discharged of all liabilities and obligations and the APPLICANT hereby authorises the COMPANY to sell and / or deal with the property booked by the APPLICANT as the COMPANY may in its sole discretion deem fit as if this booking had never been made and without accounting to the APPLICANT for any of the proceeds of such sale. In the event of the booking is cancelled for any reason whatsoever the COMPANY will refund the amount received from the APPLICANT after deducting earnest money, outstanding interest, penalties, brokerage charges paid or payable etc. from the payments made by the APPLICANT, but only after realising such refundable amount on further sale / resale to any other party.

_____ Allottee

_____ Co-Allottee(s)

9. That if the cheque submitted by the intending allottee along with this booking form is dishonoured then the registration will be cancelled and the company will not be under any obligation to inform the intending allottee about the dishonour of the cheque or cancellation of booking.
10. (a) Subject to the Applicant having complied with all the terms and conditions of the Property Buyer's Agreement, Rules, Bye-laws and other statutory provisions, the Company shall hand over the Commercial Unit to the Applicant as provided in Property Buyer's Agreement. In the event the Company fails to deliver the possession of the Commercial Unit to the Applicant within the stipulated time period and as per the terms and conditions of the Property Buyer's Agreement, then the Company shall pay to the Applicant compensation as set out in Property Buyer's Agreement.
 (b) That the Applicant shall take the possession of the Unit within 30 days from the date of final notice of possession, failing which the Applicant shall be deemed to have taken the possession of the Commercial Unit. In such a case the Company shall not be responsible for any loss, damage, trespassing in the said unit, occasioned due to the failure of the Applicant to take possession within the stipulated time. Furthermore the Applicant consents and undertakes that he / she shall be liable to pay to the Company, holding charges as set out in Property Buyer's Agreement.
 (c) That the Applicant shall comply with all legal requirements for purchase of immovable property wherever applicable, after execution of the Buyers Agreement and sign all requisite applications, forms, affidavits, undertakings, etc, required for the purpose.
11. That the possession of the Unit shall only be offered after the Applicant shall pay, the entire sale consideration, the stamp duty, registration charges and all other incidental charges, interests, penalties and legal expenses for execution and registration of the Sale Deed / Conveyance Deed of the commercial unit in favour of the Applicant. The sale deed for the commercial unit shall be executed and got registered upon receipt of the full Sale Consideration and other dues, interests, penalties or charges and expenses as may be payable and demanded from the Applicant in respect of the said commercial unit.
12. The Applicant shall pay, as and when demanded by the Company, initial electricity connection charges, power back up charges and any other charges as may be payable or demanded from the Applicant in respect of the unit. The Applicant undertakes that he / she shall become a member of any Association / society of said Colony as may be formed by the Company on behalf of unit Buyers as and when asked to do so.

_____ Allottee

_____ Co-Allottee(s)

13. Time is the essence with respect to the Applicant's obligations to pay the Sale Consideration as provided in the Payment Schedule along with other payments such as applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the Property Buyer's Agreement to be paid on or before due date or as and when demanded by the Company as the case may be and also to perform or observe all the other obligations of the Applicant under the Property Buyer's Agreement. It is clearly agreed and understood by the Applicant that it shall not be obligatory on the part of the Company to send demand notices / reminders regarding the payments to be made by the Applicant as per the Schedule of Payments or obligations to be performed by the Applicant.

In case of delay of more than 30 days in making payment by the Applicant as per the terms of Schedule of Payments, the Company shall have the right to terminate the Allotment / Agreement and forfeit the Booking Amount. The Company shall also be entitled to charge interest @18% p.a. from the due date of instalment, as per the Schedule of Payments, till realisation of payment. It is expressly agreed by the Applicant that the Company shall have the right to first adjust interest, if any, and then consider the balance amount as instalment money.

However, the Company may at its sole discretion, waive its right to terminate the Allotment / Agreement, and recover all the payments and seek specific performance of the Agreement. In such a case, the Parties agree that the possession of the unit will be handed over to the Applicant only upon the payment of all outstanding dues, penalties etc., along with interest by the Applicant to the satisfaction of the Company.

14. That the Applicant hereby authorises and permits the Company to raise finance / loan from any financial institution / bank by way of mortgage / charge / securitisation of his / her / their unit subject to the unit being free of any encumbrances at the time of execution of sale deed. The Company / Financial Institution / Bank shall always have the first lien / charge on the said unit for all its dues and other sums.
15. The Applicant hereby covenants with the Company to pay from time to time and at all times, the amounts which the Applicant is liable to pay as agreed and to observe and perform all the covenants and conditions of application for sale. The Applicant expressly agrees to keep the Company and its agents and representatives, estate and effects, indemnified and harmless in respect of the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant.

_____ Allottee

_____ Co-Allottee(s)

16. That It is abundantly made clear that in respect of all remittances, acquisition / transfer of the said Unit it shall be the sole responsibility of Non-Resident Indian (NRI) / Person of Indian Origin (PIO) to comply with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or other Applicable Laws or any amendments thereof, and will provide the Company with such permissions, approvals which would enable the Company to fulfil its obligations under this Application or Property Buyer's Agreement. Any refund, transfer of security if provided in terms of the Property Buyer's Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law, statutory provisions and amendment thereof. The Applicant understands and agrees that in the event of any failure on, his / her / their part to comply with the prevailing Exchange Control Guidelines issued by the Reserve Bank of India, he / she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Applicant shall keep the Company fully indemnified and harmless in this regard. The Company accepts no responsibility in this regard.
17. That the Applicant shall inform the Company in writing any change in the mailing address mentioned in this application failing which all demands, notices etc. by the Company shall be mailed to the address given in this application and deemed to have been received by the Applicant. In case of Joint Applicants all communication shall be sent to the first named Applicant in this application. In case of Applicant do not furnish changed address or contact details, the Company have the right to serve notice for rejection / termination of this application on the last known address of the Applicant.
18. The Applicant agrees and undertakes that the Applicant shall not sell, transfer, assign or part with his / her / their right, title, or interest, in the said unit or any portion thereof, till the formalities pertaining to allotment of the said unit are made in his favour, and until all the dues payable to the Company are fully paid. Applicant may get the name of his / her / their nominee(s) substituted in his / her / their place with the prior approval of the Company who may at its sole discretion permit the same on such conditions as it may deem fit. The Applicant shall pay to the Company transfer charges as applicable from time to time.
19. That in case the intending allottee does not accept the allotment of commercial space as intimated by the company or does not sign the application form or any other document as required by the company for any reason, the company reserves the right to forfeit the amount so paid along with this application and refund the balance, if any, to the intending applicant and the intending allottee shall have no right, claim or interest of whatsoever nature or kind in the project.
20. That the allottee shall be bound to make timely and regular payment of maintenance charges to the company / nominated maintenance agency and also to execute detailed agreement containing terms and conditions for rendering of aforesaid services. The allottee shall only be entitled to keep his / her allotment subsisting upon regular payment of maintenance charges in their entirety. The allottee admits and acknowledges that non-payment of maintenance charges or any other dues to the maintenance agency, non-execution of the maintenance agreement within the period stipulated by the company or any other violation of terms of maintenance agreement shall entitle the company to cancel the allotment of the unit notwithstanding the fact that no particular breach of terms of allotment contained in Property Buyer's Agreement has been committed by the allottee.

_____ Allottee

_____ Co-Allottee(s)

21. The Applicant specifically understands that upon execution, the terms and conditions, as set out in the Property Buyer's Agreement shall supersede the terms and conditions as set out in this application. That for all intents and purposes and for the purpose of the terms and conditions set out in this application, singular includes plural and masculine includes the feminine gender.
22. That in the event of any dispute or difference arising directly or impliedly from this agreement or concerning the sale of the unit and / or enjoyment of any right / facility / easement pertaining to the same, the same shall be subject to jurisdiction of courts at Gurgaon alone.
23. That the Allottee agrees that sale of the unit is subject to force majeure which interalia, include delay on account of non availability of any construction material for development purpose or disturbed water supply or electric power or non availability of the same or slow down, strike of workers or dispute with an agent involved in project, civil commotion and unrest, by reason of war or enemy action, earth quake or any act of God. Also in delay in decision or clearance from Concerned Statutory Body or if non-delivery of possession is a result of any notice, order, rules or notification of the Government or any other public or Competent Authority or for any reason beyond the control of the Company and in any of the aforesaid event the Company shall be entitled to a reasonable corresponding extension of time of delivery of possession of the said unit on account of force majeure circumstances details of which shall be set out in Property Buyer's Agreement.
24. 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 the Property Buyer's Agreement which shall supersede the terms and conditions set out in this application.
25. That the allottee has ready and understood the afore-stated terms and conditions of allotment and has appended his signatures on the same in confirmation and acknowledge of their categoric acceptance.

Direct / Broker

(Signature of the Intending Allottee and Co-Allottee)

Date.....

Place.....

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 rule 114B

- (1) Full name and address of the declarant: _____

- (2) Particulars of transaction _____
- (3) Amount of the transaction _____
- (4) Are you assessed to tax? Yes/No
- (5) If yes,
(i) Details of Ward/Circle/Range where the last return of income was filed?
(ii) Reasons for not having permanent account number?
- (6) Details of the document being produced in support of address in column (1)

Verification

I, _____ do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verified today, the _____ day of _____

Date: _____

Place: _____

Signature of the declarant

Instructions: Documents which can be produced in support of the address are:

- (a) Ration Card
- (b) Passport
- (c) Driving licence
- (d) Identity Card issued by any institution
- (e) Copy of the electricity bill or telephone bill showing residential address
- (f) Any document or communication issued by any authority of Central Government, State Government or local bodies showing residential address
- (g) Any other documentary evidence in support of his address given in the declaration.