

APPLICATION FORM
SPIRE.EDGE
 IMT MANESAR, DISTRICT GURGAON, HARYANA, INDIA

M/s. A. N. Buildwell Private Limited,
 2/F, Elegance,
 Jasola District Centre,
 New Delhi – 110 025
 India

Self attested
 photograph of
 Sole/First
 Applicant

Self attested
 photograph of
 Second Applicant
 (if applicable)

Subject: Request for allotment of unit/space on leasehold basis.

Sirs,

I/we the undersigned, request you to allot on leasehold basis a unit admeasuring about _____ Square Feet of Super Area to me/us in Technology Park named 'SPIRE EDGE' being constructed & developed by you at CP-04, Sector 8, IMT Manesar, District Gurgaon, Haryana as per your terms and conditions, which are annexed herewith. I/we have read, understood and signed the annexed terms and conditions and hereby undertake to be bound by the same.

I/we hereby remit a sum of Rs. _____ (Rupees _____ only) by way of Demand Draft/Cheque No. _____ Dated _____ drawn on _____ issued in favour of "M/s. A. N. Buildwell Private Limited", payable at New Delhi towards earnest money for allotment of requested unit/space.

My/our particulars are given below:

	Sole/First Applicant		Second Applicant (if applicable)	
Name				
Date of Birth				
S/D/W of				
Nationality				
Address (Residence)				
Address (Office)	Designation _____ Employees Code (if any) _____		Designation _____ Employees Code (if any) _____	
Phone Nos.	(R) _____ (M) _____	(O) _____ (F) _____	(R) _____ (M) _____	(O) _____ (F) _____
E-mail				
Profession				
PAN No.				
Passport No.				
Particulars of nominee	Name: _____ Address: _____ Relation: _____		Name: _____ Address: _____ Relation: _____	

Signature of applicant(s)

I/we understand that basic price for allotment of requested unit/space requested is Rs. _____/- (Rupees _____ Only) per square feet of super area.

I/we opt for *Down Payment Plan or Assured Return Plan or Construction Linked Plan (please tick option)* for paying price/consideration of requested unit/space.

I/we enclose herewith, self-attested copies of following documents for your records and reference

- (i) Ration cards/Voter's identity cards
- (ii) PAN Cards
- (iii) Specimen signatures duly verified by bankers (in original)
(additional documents in cases of artificial persons like companies, societies etc.)
- (iv) Memorandum and Articles of Association
- (v) Resolution in favour of signatory passed by Board/Governing body (in original)
(additional documents in cases of Foreign Nationals & NRIs)
- (vi) Passport & document regarding payment through NRE/NRO/FCNR account.

I/we declare that the particulars given hereinabove are true and correct to my/our knowledge.

Date: _____

Signatures of applicant(s)

Place: _____

Particulars of Dealer/Broker (if any)

- (i) Name: _____
- (ii) Address: _____
- (iii) Phone No.: _____

Signature with rubber seal

Name of Signatory _____

Designation _____

Particulars of other facilitator/intermediary (if any)

- (i) Name: _____
- (ii) Address: _____
- (iii) Phone No.: _____

Signature with rubber seal

Name of Signatory _____

Designation _____

For office use only

Application received on _____ by _____

Cheque/draft for booking amount cleared on _____

Signature of applicant(s)

Terms and Conditions attached with application for allotment of unit/space (i.e., said unit) on leasehold basis in Technology Park named 'SPIRE EDGE' (i.e., said complex) being constructed & developed by M/s. A. N. Buildwell Private Limited having corporate office at 2/F, Elegance, Jasola District Centre, New Delhi – 110 025 (i.e., developer) at CP-04, Sector 8, IMT Manesar, District Gurgaon, Haryana (i.e., said plot)

1. Applicant has checked, verified and appraised himself with all laws, rules, regulations, notifications, circulars, zoning plan and policies of HSIDC & Government including Industrial Policy 2005 of Government of Haryana, Estate Management Procedure 2005 of HSIDC, which are applicable on the said plot and said complex. Applicant has also checked, verified and satisfied himself regarding authorities and entitlements of developer to construct and develop the said complex on said plot.
2. Applicant will never interfere in activities of developer or in construction/development of said complex in any manner, whatsoever. Developer shall be free to decide specifications & designs of said unit.
3. Consideration/Price for allotment and all other charges including common area maintenance charges shall be calculated on the basis of 'super area' of said unit. 'Super area' of said unit includes carpet area of said unit enclosed by its periphery walls and proportionate share of common areas/spaces in said complex. 'Super area' of 1000 Square feet will be equivalent to about 700 Square Feet of 'carpet area'. It is clarified that this calculation, i.e., ratio between super area and carpet area is merely tentative, which may vary upon final measurements after completion of construction and development of said complex.
4. Space/size of unit, mentioned in accompanying application is tentative and approximate. However developer shall endeavor that space/size of unit requested by applicant and space/size of unit finally allotted to him do not vary by more than 10%.
5. Amount equivalent to 15% (Fifteen Percent) of total basic price shall be deemed/considered as 'earnest money' for allotment of said unit. This earnest money shall stand forfeited by developer in case of non fulfillment of these terms & conditions and also those of other documents/indentures executed between applicant and developer.
6. In addition to basic price, applicant shall also be required to pay preferential location charges, parking charges, power back-up charges, utility connection charges, charges for fire fighting equipments and other additional charges which the developer may impose/levy at such stage, which the developer may consider appropriate. Applicant shall also be liable to additionally pay all Statutory Charges/Taxes including the proportionate External Development Charges & Infrastructural Development Charges (including escalations thereof) which the Government or HSIDC or any other local body or authority may impose/levy, on said plot/said complex.
7. Timely payment by applicant of installments of the total consideration/price for allotment of said unit, as per payment plan opted by applicant is essence of this deal. In case applicant fails to pay any of the installment within 15 (fifteen) days of demand thereof by developer, developer shall be entitled to unilaterally cancel the accompanying application and forfeit the earnest money paid by applicant.
8. Applicant shall make all payments towards the consideration/price for allotment of said unit by way of cheques/drafts/pay orders issued in favour of "M/s. A. N. Buildwell Private Limited" (payable at New Delhi). All cheques/drafts/pay orders shall be accepted by developer subject to their realization.
9. In case applicant has opted for assured return plan for making the payment for allotment of said unit, applicant shall be entitled to returns as per said plan, provided applicant make the complete payment in accordance with said plan. Developer shall pay such returns to such applicant till the date on which developer offer possession of said unit for fit outs or till the date of cancellation of accompanying application, as the case may be.
10. Subject to compliance of all terms & conditions of allotment, developer's guidelines and payment of total consideration/price of said unit by the applicant to the developer, developer shall confirm

Signature of applicant(s)

allotment of said unit by executing Lease deed of said unit in favour of applicant. Till the execution of lease deed, allotment of said unit shall remain provisional. Lease of said unit in favour of applicant shall be perpetual in nature. Lease deed shall be executed and registered in accordance with law. All expenses (including Stamp Duty) involved in registration of lease deed including renewals thereof shall be borne exclusively by applicant.

11. Prior to execution of lease deed, developer may at any stage and at any time reject/cancel the accompanying application unilaterally and in case of such rejection/cancellation/revocation by developer applicant will not be entitled to claim anything except the refund of amount paid/deposited by him. In cases where applicant has opted for any plan other than Assured Return Plan for paying consideration/price for allotment of said unit, developer in the eventuality of applicability of this clause shall also pay to applicant interest calculated @ 10% (Ten percent) per annum on the amount paid/deposited from the date of payment/deposit by applicant till the date of refund by developer. No interest under this clause shall be payable to applicant who opts for Assured Return Plan.
12. Applicant shall not be entitled to allotment of any particular or specific unit in said complex. Location of unit to be allotted shall be determined by developer, exclusively.
13. Developer will give possession of said unit in raw/bare shell condition. Applicant shall do painting of walls/doors/windows, flooring, internal wiring, internal settings and install necessary fixtures and electrical accessories and do other works of internal decoration in said unit at his own costs in accordance with Fit-Out Policy of said complex. Developer may offer possession of said unit for fit outs even prior to issuance of occupation certificate with respect to said complex/said unit by competent authorities. It is expected that developer will offer possession of said unit for fit outs within a period of three years from the date of accompanying application.
14. Applicant shall additionally regularly pay on monthly basis proportionate charges for maintaining common areas and providing common facilities in said complex in accordance with bills raised by the developer or its nominated maintenance agency. Common area maintenance charges shall also include all Taxes/charges/levies (including House Tax, Property Tax, Municipal Tax, etc.) applicable on said complex.
15. Applicant shall deposit and always keep deposited with developer or its nominated maintenance agency, "maintenance security" and shall also make contribution to the sinking fund (maintained for replacing/repairing equipments providing common facilities) at rates, declared by developer in Maintenance Policy of said complex.
16. Said unit will be a part of Technology Park and can be used only for the purposes specified/declared in applicable zoning plan and Industrial Policy 2005 of Government of Haryana as amended (or substituted) from time to time. Applicant shall have to follow the conditions for usage of said unit, as may be imposed by law and developer.
17. Applicant shall not be entitled to transfer/assign his claims/interests in said unit or in accompanying application without prior written approval of the developer. Developer may in its sole discretion, permit such transfer/assignment on such terms and conditions (including levying of fees/charges) as it may deem fit and proper.
18. Subject to prior written approval of developer (for which the developer may levy such fees/charges, as the developer may deem fit and proper) applicant shall have the right to grant sub-lease of said unit. For sub-lease of said unit, applicant shall use only the format of agreement/deed provided by developer.
19. Applicant shall from time to time execute further documents and agreements including the detailed agreement, lease deed, Maintenance Policy and Fit-Out Policy of said complex, as may be required by developer in developer's standard formats.
20. Foreign applicant and applicant having NRI status shall himself be exclusively responsible to comply with necessary formalities as laid down in Foreign Exchange Management Act, Reserve Bank of India Act and/or any other law governing this transaction/deal including remittance of payments in

Signature of applicant(s)

India and acquisition of immovable properties in India. In case it is ever found that any provision of any applicable law is not complied with, this application shall be liable to be cancelled. In such a situation developer shall be entitled to forfeit earnest money and shall refund, without any interest, the remaining amount (if any) paid by the applicant to the developer for said unit after deducting broker's commissions/discounts. All other financial and penal consequences (if any) shall be borne exclusively by applicant himself.

21. Subject to what has been stated in other terms and conditions, applicant shall not be entitled to seek cancellation of accompanying application under any circumstance, whatsoever. However developer may in its sole discretion/prerogative accept applicant's request (if any) [which request must be accompanied by '*no objection certificate*' of broker] to cancel the accompanying application, but in such a situation developer shall be entitled to forfeit the earnest money and shall also be entitled to deduct all discounts, commissions paid to brokers and other expenses incurred by developer on this deal from amount refundable to applicant. Applicant shall not be entitled to claim any interest from developer especially under this clause.
22. Developer shall send it's all letters/notices and communications to the sole/first applicant at his residential/office address given in the application form through registered/speed post or through courier. All such letters/notices and communications so sent to the sole/first applicant shall be deemed to have been duly received by all applicants within 72 (seventy two) hours after dispatch. It is clarified that developer shall not be liable to send separate communication, letters and notices to the second applicant or to applicant other than the first applicant.
23. No one on behalf of developer is authorised to make any concession in any of the terms and conditions contained herein. Developer shall not be bound by any oral or written commitments made by any person including by any broker.
24. For all intents and purposes including for interpretation of these terms and conditions a word or an expression which denotes a natural person shall include an artificial person (and vice versa), any one gender shall include other genders, singular shall include plural (and vice versa).
25. In case of any dispute between the parties hereto (including their successors) concerning accompanying application or matters arising there from, the same shall be adjudicated by way of arbitration, which shall be conducted by an arbitrator nominated exclusively by developer. Venue of arbitration and procedure to be followed shall be decided by the arbitrator as and when need arises. It is clarified that such arbitrator may be associated with developer. Applicant shall have no right to challenge the nomination of such arbitrator. Arbitration shall be conducted in accordance with Indian Arbitration and Conciliation Act, 1996. It is clarified that if due to any law or any other reason, this arbitration clause could not be enforced in the same manner as has been stated herein, it will be considered that there is no arbitration clause/agreement between the parties.
26. For all legal matters between the developer and applicant only the Courts/Tribunals/Forums at Gurgaon shall have the exclusive jurisdiction.

Date: _____
Place: _____

Signatures of applicant

Signature of applicant(s)