

Application Form

For provisional allotment of office space in
Unicity Business Park, Zirakpur, Chandigarh.



Dear Sir/s,

I/We the undersigned request that I/we may be provisionally allotted a Commercial Space (hereinafter referred to as the said Premises in your proposed Unicity Business Park) to be known as UBP Phase-1 (hereinafter referred to as the Business Park) to be constructed on a plot of land located at Panchkula-Zirakpur road, NAC Zirakpur, Derabassi, Distt. S.A.S. Nagar.

Affix passport size
photograph here

I,/We remit herewith a sum of Rs. _____ (Rupees _____) by Bank Draft/Pay Order/Cheque No. _____ dated _____ drawn on _____ Bank in your favour payable at Panchkula/Chandigarh/ Zirakpur towards earnest money / part earnest money for the said premises.

In the event M/s Unicity Projects (herein referred to as "the firm") agreeing to provisionally allot the office space. I/We agree to pay the balance amount of sale price and all other charges as stipulated in this Application Form.

My/Our particulars as mentioned below may be recorded for reference and communications :

Sole/first Applicant Name _____

Son/Wife/Daughter of _____

Present/Mailing Address _____

_____ Pin Code No. _____

Tel/Fax _____

E-Mail ID _____

Permanent Address (if different from above) _____

Residential Status: Resident/Non-Resident/Foreign National _____

Nationality _____ PAN _____ Ward/Circle _____

Second Applicant Name _____

Son/Wife/Daughter of _____

Present/Mailing Address _____

_____ Pin Code No. _____

Tel/Fax _____

E-Mail ID _____

Permanent Address (if different from above) _____

Residential Status: Resident/Non-Resident/Foreign National _____

Nationality _____ PAN _____ Ward/Circle _____

Name of the Firm _____

Name of Authorised Signatory _____

Son/Wife/Daughter of _____

Present/Mailing Address _____

_____ Pin Code No. _____

Tel/Fax _____

E-Mail ID _____

Permanent Address (if different from above) _____

Residential Status: Resident/Non-Resident/Foreign National _____

Nationality _____ PAN _____ Ward/Circle _____

Detail of office Space to be allotted

Office Space _____ Floor _____

Super Area/Sq.ft.(Approx.) _____ Unit No. _____

Payment Plan opted for: (Please tick any of two)

(A) Plan-A (Down Payment Plan) ()

(B) Plan-B (Installment Plan) ()

Retail Activity:

(A) End User ()

Nature of Office Activity _____

(B) Investor ()

Declaration :

I/We, the undersigned do hereby declare and affirm that the above mentioned particulars / information given by me/us are true and correct to my/our knowledge and belief and no material fact has been concealed therefrom.

Signature (s) 1. _____ **2.** _____ **3.** _____

Place _____ Date _____

Note: Payments to be made by Cheque(s) Demand Draft (s) in favour of M/S Unicity Projects.

TERMS AND CONDITIONS

For allotment of office space in Unicity Business Park, NAC, Zirakpur.

1. Only such applications shall be deemed to be valid which are duly completed and signed and as accompanied by initial deposits/ earnest money in the form of demand draft in favor of Unicity Business Park (herein after referred as a Firm) payable at Chandigarh/ Panchkula/ Mohali. The said initial deposit/ earnest money shall be treated as booking amount at the time of allotment.
2. The intending allottee(s) have clearly understood that this application along with initial deposit/ earnest money is only applicant's attention for registration for allotment of flats not guarantees allotment of office space. Only such applicants shall be entitled for allotment of office space whose application shall be accepted by the management for registration and in whose favor allotment letter will be issued. The intending allottee(s) has clearly understood that management reserves the right to allot office space as per criteria decided by them.
3. The intending allottee(s) shall not be entitled to charge any interest on the initial deposit/ earnest money made by him/ her/ them with the Firm for the period for which it remains with the Firm during the process of allotment.
4. The intending allottee(s) has/ have applied for allotment of office space with full knowledge and subject to all the laws, notification and rules applicable to this area in general and this Business Park in particular including payment plan which have been explained by the Firm/ Promoters and understood by him/ her/ them. The intending allottee(s) shall abide by all the laws, rules and regulations made or to be made/ amended/ modified by the Govt. of Punjab, PUDA or any other authority from time to time in this behalf.
5. The intending allottee(s) has/ have fully satisfied himself/ herself/ themselves about interest and title of the firm/ promoters in the land on which said office complex will be constructed and has understood all the limitations and obligations in respect thereof.
6. That intending allottee(s) shall make the payment to the intending seller for the Super Area of the space allotted which is firm and escalation free. However, the intending allottee(s) shall pay separately all other charges including maintenance security as decided by Maintenance Agency/ Intending Seller later on.
7. Super Area of the purpose of calculating the price and other charges in respect of the said Premises shall be the sum of specific area and its prorata share of common areas in entire said Business Park. Whereas the specific area shall mean the entire area enclosed by periphery walls of the said premises, including area under walls, columns, balconies, cupboards and lofts etc. and half the area of common walls with other premises, units/commercial spaces which form integral part of the said Premises and common areas shall mean all such parts/ areas in the entire said business park/ Building which the Intending allottee shall use by sharing with other occupants of the said Business Park/ Building including entrance lobby at ground floor, lift lobbies, lift shafts, electrical shafts, fire shafts and walls of plumbing shafts on all floors, common corridors and passages, staircase, mummies, services, areas including but not limited to, lift machine room, overhead water tanks, maintenance offices/ stores etc. architectural features if provided and security/ fire control rooms . It is specifically made clear that the computation of Super Area does not include:-

Area earmarked/ reserved for sale / lease to other Intending Allottees/ Intending lessees. Roof/ Terrace above Units/ Commercial Spaces or at the top of Building, covered/ open car parking area allotted/ leased to specific Intending Allottees/purchasers/lessees/occupiers for exclusive use or meant for paid parking.

It is further clarified that the super area mentioned in the agreement is tentative and for the purpose of computing sale price and other charges in respect of the said premises and that the inclusive of common areas within the said Building/ Business Park for the purpose of calculating super area does not give right, title or interest in common areas to the intending Allottee, except the right to use common areas by sharing with other occupants/ Intending Allottees/ Lessees in the said Business Park subject to timely payment of maintenance charges and other dues. Tentative percentage of specific area to super area of the said Premises if likely to be 70% approximately. Super Area and the percentage of specific area to super area may undergo changes till the completion of the said Business Park and final super area shall be intimated upon completion of construction of said Business Park.

8. The Intending Allottee(s) has/ have seen and accepted plans, designs, specifications and agrees that intending seller have the right to effect suitable and necessary changes/ alterations in layout, zoning, floor and other plans as may be required as per rules and regulations of PUDA or other authorities.
9. The Intending Allottee(s) is to reimburse Firm/ Promoters to pay on demand all taxes, levies or other charges as leviable by NAC, Zirakpur, PUDA, Central Government, Punjab Government or any other authority as the case may be from the date of allotment.
10. The intending allottee(s) hereby agrees to sign and execute, as and when desired by the intending seller, the Standard Builder – Buyer Agreement, Standard Tripartite Maintenance Agreement and other documents and papers at the time of allotment and agree to abide by the Terms and Conditions as laid down therein.
11. The intending allottee(s) has/ have seen the specifications and informations as to material to be used in the construction of flats which are tentative and the Firm/ Promoters may make such variations and modifications therein as may be required and the intending allottee hereby gives his/ her consent to such variations and modifications.
12. The Firm/ Promoters/ Financial Institutions shall have first lien and charge on the office space for all its dues and other sums payable by the intending allottee(s) to the Firm/ Promoters. Unless the transfer papers after payment of all dues are executed and registered, the firm/ promoters shall for all intents and purpose continue to be the owner of the office space and the allotment letter shall not give to the allottee(s) any right or title of interest therein.
13. The intending allottee shall not demolish or damage or cause to be demolished or damaged the Building or any part thereof nor will any time make or cause to be made any addition or alteration of whatsoever nature to the basic structure of the office space or any part thereof. However, the intending allottee(s) shall be free to do interiors as per their convenience and design. The intending allottee(s) shall not be permitted any alteration in the elevators and outside color scheme without the permission of Firm/ Promoters.
14. Purchase of covered car parking by the intending allottee is compulsory and shall be charged extra.
15. If the intending allottee(s) wants to transfer at any stage the parking space allotted to him/ her/ them, he/she/they may transfer the same after 100% payment of the said parking space subject to payment of Rs. _____/- per slot as transfer fee and with the permission of Firm/ Promoters by nomination or otherwise to an authorized occupiers and not to any person(s) who is/are not occupiers of the Unicity Business Park.
16. That the Intending Allottee shall not sub – divide the said Premises into any further parts to create more than the allotted units and shall not use the said premises for any other purpose than office purpose only.
17. That the Intending Allottee will be entitled to display name and Address/ Signage of its office only at the space(s) earmarked for this purpose in the said Business Park by the Intending Seller and shall not put any sign board/ name plate/ banner/ neon light or any other publicity or advertisement material in the interior or exterior of the said Business Park.
18. Cost of stamp duty and registration/ documentation charges etc. as applicable shall be extra and shall be borne by the intending allottee(s).
19. The intending allottee shall get his/her/their complete address registered with the Firm/ Promoters at the time of allotment and it shall be his/ her/ their responsibility to inform the Firm/ Promoters by registered A.D. letter about all the subsequent changes, if any, in the address failing which all deemed notices and letters posted at the first registered office with the firm will be deemed to have been received by him/ her/ them at the address it should ordinarily reach and the intending allottee(s) shall be responsible for any fault in payment and other consequences that may occur there from. All letters/ notices/ receipts issued by the firm and dispatched under "U.P.S." at the address of the intending allottee(s) and shall effectual discharge the firm/promoters.
20. The intending allottee(s) shall not throw or accumulate any dirt, rubbish, and rages or permit the same to be thrown or allow the same to be accumulated in the common area or in the compound.
21. The cost of electricity meter and security deposits towards electricity will be payable by the intending allottee(s) as per actual departmental norms.
22. The intending allottee(s) shall use the office space or parking space allotted on payment for any purpose other than office purpose and parking of vehicle. The intending allottee(s) shall not store or bring any hazardous, inflammable or obnoxious goods, material or articles either in the Parking Space or Office Space.
23. In case there are joint intending allottee(s), all the communications shall be sent by the Firm/ Promoters to whose name appear first and at the address given by him/her/ them for mailing and which shall for all purposes be considered as served on all the intending allottee(s).
24. Till such time as full payment of the allotment price and other charges/ dues remains unpaid, the intending allottee(s) covenants with the Firm/ Promoters that he/ she/ they for raising any finance/ loans from financial institutions/ banks and mortgaging the offices with them.
25. The intending seller in its sole discretion may permit transfer of rights of registration in favor of any other person as desired by the intending allottee(s) and shall be subject to such Terms and Conditions including payment of transfer fee of Rs. 50 per Sq. Ft. (Super Area). Maximum three transfers are permitted and that too before the completion of construction of building of the said Business Park.
26. That timely payment of the sale considerations/ installments of the same shall be essence of the allotment. In case installments are delayed, the intending allottee(s) shall pay interest on delayed payment @18% per annum for 3 months on due amount till date of payment and no extension will be allowed after 3 months. In case the intending allottee(s) fails to pay the installments due along with interest even after 3 months, the allotment shall be treated cancelled without any further notice. The sums, if any, paid over and above the earnest money shall be refunded without any interest by the intending seller after adjustment of interest on delayed payment, if any.
27. The sale deed shall be executed and got registered in favor of the Applicant(s) Intending Allottee(s) within reasonable time after the said Premises/Business Park has been constructed and after receipt of full sale consideration and all other sums/charges from the Intending Allottee(s).
28. The Firm/ Promoters on completion of construction of office spaces shall issue final call to the intending allottee(s) who shall within 30 days thereof shall make payment of all dues to the firm and take possession of the office spaces. In the event of his/ her/ them failure to take possession of office spaces for any reason for whatsoever, he/she/ they shall be deemed to have taken the possession of the allotted office spaces and shall bear all the maintenance charges and other levies.
29. The intending allottee shall use the premises only for the office purpose. In the event of any breach in this regard, the intending seller shall be entitled to cancel the allotment of the said premises, resume its possession, forfeit the earnest money paid and refund the balance sale consideration, if any, after deduction of interest on account of delays and other non- refundable amounts to the intending allottee without any further notice.
30. That in the event of any dispute or difference arising out of or relating to or with reference to in connection with this application, the same shall be referred to the Sole Arbitrator to be nominated by the Intending Seller at SCO 409, First Floor, Sector 20, Panchkula and the arbitration proceedings shall be in accordance with Arbitration & Conciliation Act, 1996.
31. Irrespective of place of signing of this application for allotment, Punjab & Haryana High Court at Chandigarh & Court at Rajpura alone shall have jurisdiction of all the matters arising out of/ touching & connecting this transaction.

I/ We have read and understood the above Terms and Conditions carefully and agree to abide by the same.

Signature of the Applicant