

**APPLICATION FOR REGISTRATION FOR
PROVISIONAL ALLOTMENT OF
FLAT / DWELLING UNIT IN
RESIDENTIAL COMPLEX: PRIVY
AT SECTOR-72, GURGAON, HARYANA**



SPAZE TOWERS PRIVATE LIMITED

Corporate Tower, Spazedge, Sector -47

Sohna Road, Gurgaon-122002

HARYANA

E-mail: info@spaze.in , Website: www.spaze.in

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

Photograph of
Sole / First
Applicant

Photograph of
Second
Applicant

Photograph of
Third
Applicant

Sub.: **Application for Registration for Provisional Allotment of Flat / Dwelling Unit in Your Residential Complex: Spaze Privy at Sector-72, Gurgaon, Harvana**

Dear Sir,

I/We request that I / We may be registered for provisional allotment of a Flat / dwelling unit in the proposed Group Housing Residential Complex, to be developed by **Spaze Towers Private Limited** (hereinafter referred to as the Company / Developer) in Sector-72, Gurgaon, Haryana.

I/We agree and note that the allotment of flat / dwelling unit is entirely at the sole discretion of the Company and the Company has the right to reject my offer without assigning any reason thereof and without incurring / carrying any liability towards cost / damage / interest etc. except that the registration amount received on registration or thereafter shall be refunded to the applicants.

I/We agree to sign and execute, as and when required, the Allotment Letter containing terms and conditions of allotment, Flat Buyer's Agreement and other related documents as prescribed in Company's standard formats (if such documents are not returned duly signed by me/us within the prescribed time all the terms and conditions of the said documents shall be deemed accepted by me). I/We also agree to abide by the General Terms & Conditions of registration for provisional allotment as attached hereto.

I/We remit herewith a sum of Rs. _____ (Rupees _____) by Bank Draft / Cheque No. _____ dated _____ drawn on _____ in favour of "**SPAZE TOWERS PRIVATE LIMITED A/C PRIVY**".

I/We have perused the "**Schedule of Payment**" and agree to pay further installments of the Sale Price and Other Charges as stipulated / called upon by the Company and / or as contained in the Schedule of Payment.

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

1. SOLE / FIRST APPLICANT

(Compulsory to fill all the details along with a passport size photograph)

Mr./Ms. _____

S/W/D of _____

Age _____ Date of Birth _____

Guardian's Name (in case of minor) _____

Nationality _____

Occupation:

Service () Professional () Business ()
 Student () Housewife () Any Other _____

Residential Status:

Resident () Non Resident ()
 Foreign National of Indian Origin () Others (please specify) ()

Mailing Address

Permanent Address

Telephone (Resi) _____ Mobile _____

E-mail _____

Income Tax Permanent Account No. _____

Sole/First Applicant

Second Applicant

Third Applicant

2. SECOND APPLICANT

(Compulsory to fill all the details along with a passport size photograph)

Mr./Ms. _____

S/W/D of _____

Age _____ Date of Birth _____

Guardian's Name (in case of minor) _____

Nationality _____

Occupation:

Service () Professional () Business ()
Student () Housewife () Any Other _____

Residential Status:

Resident () Non Resident ()
Foreign National of Indian Origin () Others (please specify) ()

Mailing Address

Permanent Address

Telephone _____ Mob. _____

E-mail _____

Income Tax Permanent Account No. _____

3. THIRD APPLICANT

(Compulsory to fill all the details along with a passport size photograph)

Mr./Ms. _____

S/W/D of _____

Age _____ Date of Birth _____

Guardian's Name (in case of minor) _____

Nationality _____

Occupation:

Service () Professional () Business ()
Student () Housewife () Any Other _____

Residential Status:

Resident () Non Resident ()
Foreign National of Indian Origin () Others (please specify) ()

Mailing Address

Permanent Address

Telephone _____ Mob. _____

E-mail _____

Income Tax Permanent Account No. _____

Sole/First Applicant

Second Applicant

Third Applicant

TERMS AND CONDITIONS FOR REGISTRATION FOR PROVISIONAL ALLOTMENT OF FLAT / DWELLING UNIT IN THE PROPOSED GROUP HOUSING RESIDENTIAL COMPLEX AT SECTOR-72, GURGAON, HARYANA

1. That the Intending Allottee(s) has applied for the registration for allotment of a Flat / dwelling unit in the Proposed Residential Complex "Spaze Privy" being developed by M/s. Spaze Towers Private Limited in Sector-72, Gurgaon, Haryana with full knowledge and subject to all laws, notifications and rules applicable to the area, which have been explained by the Developer and understood by him / her / them.
2. That the Intending Allottee(s) has fully satisfied himself / herself / themselves about the right, title and interest of the Developer in the land and understands all limitations and obligations in respect of it and there will be no further investigations or objection by the Intending Allottee(s) in this regard from the Developer.
3. That the allotment of flat / dwelling unit shall be subject to signing and execution of Flat Buyer's Agreement on Company's Standard Format. It is specifically made clear that until the allotment is made and confirmed by Notice and Flat Buyer's Agreement is signed and executed by the Parties, there shall be no completed contract of sale and the Intending Allottee(s) shall not be entitled to enforce the same in Court of Law.
4. That the allotment of flat / dwelling unit shall be subject to the terms & conditions imposed by the Director, Tower & Country Planning, Haryana while granting permission for development of land into residential complex or at any time thereafter and to all the laws / notifications and rules applicable to the area and the terms & conditions as contained herein or Municipal Committee, Gurgaon, Haryana.
5. That the Intending Allottee(s) shall as and when desired by the Company, sign and execute the Registration Letter for allotment of flat / dwelling unit or the Flat Buyer's Agreement.
6. That the Intending Allottee(s) agree(s) to make timely payment of installments or other dues as per the schedule of payment as per the mentioned below:
7. **PLC & Other Charges:**

First Floor	INR 100/-Per sq ft (Super Area)
Corner Flats	INR 150/-Per sq ft (Super Area)
Club view	INR 100/-Per sq ft (Super Area)
Right to use car Park (Covered)	INR 3,00,000/-
Right to use car Park (Open)	INR 1,75,000/-
Club Membership Fee	INR 50,000/-
EDC (External Development Charges)	INR 240.40/- Per sq ft (Super Area)
IDC (Infrastructure Development Charges)	INR 29.15/- Per sq ft (Super Area)
IFMS (Interest Free Maintenance Security)	INR 100 Per sq ft (Super Area)

PAYMENT SCHEDULE

Booking Amount

Type-A-(3BHK+Servant)	Type-B (3BHK+Servant+Study)
Rs. 12,00,000/-	Rs. 15,00,000/-

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PLAN A : DP (Down Payment Plan)	
At the time of Registration	As mentioned above
Within 60 days from the date of Registration	20% of BSP including amount paid at the time of registration
Within 120 Days from the date of registration or issuance of Builder Buyers Agreement, whichever is later	75% of BSP+EDC+IDC+ Right to Use of Car Park+ Club Membership + PLC (if applicable)
Possession	5% of BSP + IFMSD+ Registration and other applicable charges

CLIP (Construction Linked Installment Plan)	
At the time of Registration	As mentioned above
Within 60 days from the date of Registration.	20% of BSP including amount paid at the time of registration
Within 120 Days from the date of registration or issuance of Builder Buyers Agreement, whichever is later	10% of BSP
On Casting of Ground Floor Slab	7.5% of BSP + 50% of EDC + IDC + 25% PLC (if applicable)
On Casting of 3 rd Floor Slab	10% of BSP
On Casting of 5th Floor Slab	7.5% of BSP + 50% of EDC + IDC + 25% PLC (if applicable)
On Casting of 7th Floor Slab	10% of BSP + 50% of Right to use of Car Park + 25% PLC (if applicable)
On Completion of Brickwork within the apartment	7.5% of BSP + 50% of Right to use of Car Park + 25% PLC (if applicable)
On Completion of Electrical & Plumbing work	7.5% of BSP
On Completion of Internal Plastering within the apartment	7.5% of BSP
On Completion of Flooring within the apartment	7.5% of BSP+100 % Club Membership Charges
On Possession	5% of BSP + IFMSD+ Registration and other applicable charges

[Installment (any of them) shall become payable (as per actual construction schedule) irrespective of their serial order in which they are listed above.]

Note: Service Tax shall be payable extra by the Intending Allottee(s) to the Developer, as and when applicable.

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8. That apart from the basic price, preferential location charges shall be payable by the Intending Allottee(s) for flat / dwelling unit preferentially located and the decision of the Developer, in this regard, shall be final.
9. That the Intending Allottee(s) shall use the premises only for the residential purpose and shall not put it to any other use.
10. That the layout and building plans displayed at the Company's Office are only tentative and the Company shall have the right to make suitable and necessary alterations therein, as it may, in its sole discretion deemed fit and proper or as may be required by any Competent Authority, which alternation / modification / variation / addition / deletion may involve all or any of the changes, such as change in the position of the Flat / dwelling unit, increase / decrease in size, change in floor-plan layout or change in its number. If there is any increase / decrease in the areas, revised price will be applicable at the original rate at which the Flat / dwelling unit was registered for provisional allotment to the Intending Allottee(s) herein. If for any reason the Developer are not in a position to allot the Flat / dwelling unit applied for, the Developer shall be responsible to consider for an alternate property and in case of failure to do so refund the amount deposited without any interest and the Developer shall not be liable for the payment of any compensation on this account whatsoever.
11. That the Intending Allottee(s), on payment of nomination charges / administrative charges as decided by the Developer, shall be entitled to get the name of his / her / their nominees substituted in his / her / their place with the prior approval of the Developer, who may in its sole discretion permit the same on such terms & conditions as it may deem fit. Any change in name (including addition / deletion) registered as Intending Allottee(s) of the said Flat / dwelling unit with the Company shall be deemed as nomination for the purpose.
12. That the Company / Developer has made specifically clear to the Intending Allottee(s) and after having satisfied himself / herself / themselves, the Intending Allottee(s) has understood and agreed that the computation of the price of the said Flat / dwelling unit does not include any element of recovery or payments and computation is only for the area of Flat / dwelling unit in the Project.
13. That the External Development Charges (EDC) and Internal Development Charges (IDC) for the external services to be provided by the Haryana Government has 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 paid by the Intending Allottee(s) as and when demanded by the Developer.
14. That the Intending Allottee(s) upon completion of the said building agrees to enter into a Maintenance Agreement with the Company / Developer or any other nominated maintenance agency or other body as appointed by the Company / Developer from time to time for the maintenance and upkeep of the common areas and common services of the said project and the Intending Allottee(s) undertakes to pay the maintenance bills for maintaining the various services and facilities at the rate determined by the Company / Developer or its nominated maintenance agency. The Intending Allottee(s) agrees to deposit and to always keep deposited with the Company / Developer or its nominated maintenance agency, an Interest Free Maintenance Security Deposit in addition to the payment of maintenance charges. The Intending Allottee(s) shall pay an Interest Free Maintenance Security Deposit @ Rs.100/- per sq. ft. of the Super Area of the said Flat / Dwelling Unit. The Interest Free Maintenance Security Deposit and / or the interest earned may be used for the replacement and repairs of the plants and equipment etc., installed in the said project or towards any unforeseen contingency occurring in future. However, on formation of the 'Association of Residents' the balance fund available in this account shall be remitted to the Association as mutually agreed to.
15. That the Intending Allottee(s) shall pay Rs. 50,000/- (Rs. Fifty thousand only) towards Club Membership Registration Charges as per payment plan.
16. That the Intending Allottee(s) undertakes to become the member of Association of Flat / dwelling unit Owner as and when formed under the Haryana Apartment Ownership Act, 1993.

Sole/First Applicant

Second Applicant

Third Applicant

17. That the timely payment of installments or other sums as per the Schedule of Payment is the essence of this registration for allotment. This application does not constitute an Agreement to Sell. It shall not be obligatory on part of the Company to send any demand, notice(s) / reminders regarding the payments to be made by the Intending Allottee(s) and it shall be incumbent on the Intending Allottee(s) to comply with the terms of payment and other terms and conditions of allotment, however, in case of Construction Linked Plan (CLP), the Company will intimate and issue a Demand Notice to the Intending Allottee(s) as and when a particular stage of construction is completed, and Intending Allottee(s) will also apply his ordinary prudence and make efforts to update himself about the payment schedule. In case the installments are delayed, the Intending Allottee(s) shall pay interest on delayed payments @ 18% per annum compounded at the time of every succeeding installment which shall be calculated from the due date of outstanding payment / amount. Even then, if the Intending Allottee(s) fails to pay the installment alongwith interest, the Developer shall forfeit the amount of earnest money alongwith brokerage paid/payable, interest due and any other charges from the amount deposited by him / her / them and the allotment shall stand cancelled and he / she / they shall have no lien / charge / interest on the Flat / dwelling unit. The amounts, if any, paid over and above the earnest money, due interest, brokerage paid/payable and any other charges, shall be refunded without any interest by the Developer after the adjustment of interest on delayed payments, if any, due from the Intending Allottee(s). The discretion for termination / cancellation of registration / allotment or alternatively the acceptance of delayed payments with interest shall exclusively vest with the Company. In the event of Company waiving its right to cancel the registration for allotment and forfeit the Earnest Money and other amounts payable and accepting payment with interest in its place, no right whatsoever would accrue to any other defaulting Intending Allottee(s) and / or the Intending Allottee(s) in future for further payments on that account. Each case shall be examined individually / separately.
18. That in case the Intending Allottee(s) avails a loan from the bank, it shall be the personal liability and responsibility of the Intending Allottee to ensure that the loan is processed and payment released to the Developer within the stipulated period as provided in the Schedule of Payment, failing which it shall be considered as a case of delayed payment, and acted upon by the Developer accordingly.
19. That the Intending Allottee(s) hereby authorizes the Company / Developer to forfeit the Earnest Money which shall be deemed to be 15% of the total amount payable, alongwith the interest due or payable and brokerage paid alongwith any other amounts of non-refundable nature in case of non-fulfillment of the terms and conditions herein contained and those of the Buyer's Agreement.
20. That the Intending Allottee(s) shall opt for at least one right to use car park and the Intending Allottee(s) shall separately pay for the right to use car park space allotted to him / her / their exclusive use. The Intending Allottee(s) agrees that all such right to use car park allotted to the occupants shall not form a part of common areas of the said Flat / dwelling unit / building for the purpose of the declaration which may be filed by the Company under Haryana Apartment Ownership Act, 1983, as amended from time to time. As the reserved right to use car park is an integral amenity of the Flat / dwelling unit, the Intending Allottee(s) undertakes not to sell / transfer / deal with the right to use car park independent of the Flat / dwelling unit.
21. That the Developer shall provide fire safety measures as per existing fire safety code / regulations chargeable as per pro-rata share of the Super Area of the Flat / dwelling unit. If due to any subsequent legislation, Government order or directives or guidelines, or if deemed necessary by the Company, any further fire safety means are required to be provided, the Intending Allottee(s) shall pay the same on pro-rata basis.
22. That the Company will install an Electric Sub-station, for which the Intending Allottee(s) shall be required to pay charges as applicable for Super Area of the Flat / dwelling unit. The Intending Allottee(s) shall sign and execute all papers, documents, agreements for purpose of obtaining electricity, power back-up facility and or any other service or connection as and when required by the Developer. The Intending Allottee(s) shall additionally pay on demand to the Company his proportionate share of the cost for the provision of external electrification (including but not limited to installation of electric sub-station, meter box, electric standby generator).
23. All taxes/ duties, whether levied or leviable in future, on the land and / or on the Flat / dwelling unit shall henceforth be borne by the Intending Allottee(s).

Sole/First Applicant

Second Applicant

Third Applicant

24. That the Intending Allottee(s) shall pay, as and when demanded by the Developer, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of conveyance deed in favour of the Intending Allottee(s). Conveyance deed shall be executed and registered after obtaining occupation certificate by Developer from concerned agency i.e. when building has been put to use permitted by Director, Town and Country Planning, department in terms of the license. Conveyance deed shall be executed and got registered after receipt of full price, other dues and said charges and expenses (including interest) from the Intending Allottee(s) in respect of the said premises.
25. That the Intending Allottee(s) shall get his / her / their complete address registered with the Developer at the time of booking and it shall be his / her / their responsibility to inform the Developer by registered AD letter about all or any subsequent changes, if any, in his / her / their address, failing which all demand notices and letters posted at the first registered address as stated by the Intending Allottee(s) at the time of booking will be deemed to have been received by him / her / them. This is without prejudice to the stipulation that the Intending Allottee(s) shall have to strictly comply with the schedule of payment attached herewith and the Intending Allottee(s) shall be solely responsible for any default in payment and the consequences that might occur there from. The Intending Allottee(s) undertake(s) to abide by all the laws, rules and regulations relating to the Haryana Apartment Ownership Act or any other law as may be applicable to the said Flat / dwelling unit / complex.
26. That it is made clear that the Intending Allottee(s) shall have no right to claim partition of the said land and / or common areas / facilities, even the Flat / dwelling unit is not partitionable. The possession of the common area will always remain with the developer or the maintenance agency appointed by the Developer and is not intended to be given to the Intending Allottee(s) except a limited right to user subject to payment of all such charges.
27. That the Intending Allottee(s) shall be solely responsible for compliance with all applicable laws, notifications, guidelines, etc. for purchase of immoveable properties in India.
28. That the Intending Allottee(s) shall comply with all legal requirements for the purchase of immovable property, whenever applicable after execution of the Buyer's Agreement and sign all applications, forms, affidavits, undertakings, etc. as required for the said purpose.
29. That the Intending Allottee(s) agrees to pay on demand government rates, taxes, or cesses of all /any kind whatsoever including Wealth Tax if applicable, whether levied or leviable now or in future on the land and the building as the case may be from the date of booking of the said premises and the same shall be paid by the Intending Allottee(s) in proportion to the super area of its premises.
30. That the Intending Allottee(s) agrees to take possession of the said Flat / dwelling unit within 30 days from the date of notice for possession failing which it would be presumed that the Intending Allottee(s) has taken possession. During the period of deemed possession, the Intending Allottee(s) shall be liable to pay holding charges @ Rs.5/- per sq.ft. of the Super Area per month for the period of such delay until the date when the actual physical possession is taken over by the Intending Allottee(s). The Intending Allottee(s) shall also be liable to pay apart from the holding charges the prevailing maintenance charges as made applicable by the Developer or its nominated maintenance agency from the date of possession / deemed possession.
31. That the Intending Allottee(s) agrees that in case of joint allotment failure to pay by anyone shall be deemed as failure to pay by both and the Joint Allottee(s) shall be treated as one single person for the purpose of the Agreement and both shall be liable for the consequences jointly as well as severally.
32. That the Intending Allottee(s) covenants with the Developer that he shall raise no objection and deemed to be consented to the Developer raising finance / loan by creating charge/mortgage on the said residential complex including the said Flat / dwelling unit. However, no liability shall be fastened on the Intending Allottee(s) on this account whatsoever.
33. That the Intending Allottee(s), if resident outside India shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 as amended from time to time and other applicable laws including that of remittance of payment and for acquisition of immoveable property in India. The Intending Allottee(s) shall furnish the declaration as required under law. The Intending Allottee(s) 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 Intending Allottee(s) shall keep the Company / Developer fully indemnified and harmless in this regard. The Company / Developer accept no responsibility in this regard.

Sole/First Applicant

Second Applicant

Third Applicant

34. That the Intending Allottee(s) agrees that the registration for provisional allotment of the Flat / dwelling 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 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/ Developer and in any of the aforesaid event the Company/ Developer shall be entitled to a reasonable corresponding extension of time of delivery of possession of the said Flat / dwelling unit on account of force majeure circumstances.
35. That in the event of any such aforesaid contingency arising / happening, a Company shall have the right to alter or vary the terms & conditions of registration of allotment or change the allotment, made pursuant thereto of any particular flat / dwelling unit, to other flat / dwelling unit or if the circumstances beyond the control of the Company so warrant, the Company may suspend the project for such period as it may consider expedient and no compensation, of any nature whatsoever, shall be claimed by the Intending Allottee(s) for the period of suspension of the project. If for the aforesaid or other reasons, the Company is forced to abandon the whole or part of the proposed residential complex, then the Company liability shall be limited to the refund of the amount paid by the Intending Allottee(s), without any interest or any other compensation whatsoever.
36. That the provisional and / or final allotment of the Flat / dwelling unit is entirely at the sole discretion of the Developer and the Developer have a right to reject any application without assigning any reason thereof.
37. That the company shall have the first lien and charge on the said Flat / dwelling unit for all its dues and other sums payable by the Applicant(s) / Intending Allottee(s) to the Developer.
38. That the Punjab & Haryana High Court at Chandigarh and Court subordinate to it alone shall have the exclusive jurisdiction in all matters arising out of or touching and / or concerning this transaction.
39. That it is clearly understood and so agreed by and between the parties that all the provisions contained herein and the obligation arising hereunder in respect of said project shall equally be applicable to and the enforceable against any and all occupiers, tenants, license and / or subsequent purchasers / assignees / nominees of the said Flat / dwelling unit as the said obligation go along with the said project for all intents and purposes.
40. That the Intending Allottee(s) agrees to pay the cost of the Flat / dwelling unit i.e. Rs. _____ as per the Payment Plan, Down Payment / Construction Linked Payment Plan, enclosed.

I/We have read and understood the above mentioned terms and conditions, documents referred to therein and agree to abide by them.

Name of the Applicant(s)

1. _____

Signature: _____

2. _____

Signature: _____

3. _____

Signature: _____

Place: _____

Date: _____