



# SPIRE103

SECTOR 103, GURGAON



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100% CUSTOMIZABLE APARTMENTS

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## REGISTRATION CUM APPLICATION FORM

A N Buildwell Pvt. Ltd.

Corporate Office:  
5-D, Plaza M-6,  
District Centre Jasola,  
New Delhi – 110 025

Self attested  
photograph of  
Sole/First Applicant

Self attested  
photograph of  
Second Applicant  
(if applicable)

Dear Sir(s),

I/we the undersigned request you to register me/us as applicant(s) for booking of a residential flat (particulars of which are given herein-below) in Group Housing Colony being developed by you at Sector 103, Gurgaon (Haryana) under License No. 12 of 2011, issued by Director General, Town and Country Planning, Haryana.

### MY/OUR PARTICULARS ARE AS UNDER:

#### SOLE/FIRST APPLICANT (Compulsory to fill all the details along with passport size photograph)

M/s/Mr./Ms. \_\_\_\_\_

S/W/D of# \_\_\_\_\_

Guardian's Name (if minor) \_\_\_\_\_

Date of Birth\* \_\_\_\_\_ Nationality \_\_\_\_\_

PAN \_\_\_\_\_ Ward/Circle/Range (where assessed) \_\_\_\_\_

Photograph of  
Sole/First Applicant

Occupation: Service ( ) Profession ( )

Business ( ) Student ( )

Housewife ( ) Any Other \_\_\_\_\_ (Please Specify)

Residential Status: Resident Non-Resident Indian Foreign National of Indian Origin Others (Please Specify)

Correspondence Address \_\_\_\_\_

Pin \_\_\_\_\_

Permanent Address \_\_\_\_\_

Pin \_\_\_\_\_

Phone No. \_\_\_\_\_ STD/ISD Code \_\_\_\_\_

\*In case of company, mention date of incorporation

\*In case of company, mention name and designation of authorized signatory

Signature of Applicant(s) \_\_\_\_\_

Office Address \_\_\_\_\_  
\_\_\_\_\_ Pin \_\_\_\_\_

Contact No.: Office \_\_\_\_\_ Residence \_\_\_\_\_ Mobile \_\_\_\_\_

Fax \_\_\_\_\_ Email \_\_\_\_\_

Nominee: \_\_\_\_\_ Relation: \_\_\_\_\_

**SECOND APPLICANT** (Compulsory to fill all the details along with passport size photograph)

M/s/Mr./Ms. \_\_\_\_\_

S/W/D of# \_\_\_\_\_

Guardian's Name (if minor) \_\_\_\_\_

Date of Birth\* \_\_\_\_\_ Nationality \_\_\_\_\_

PAN \_\_\_\_\_ Ward/Circle/Range (where assessed) \_\_\_\_\_

Photograph of  
Second Applicant

Occupation:      Service      (   )      Profession      (   )  
                         Business      (   )      Student      (   )  
                         Housewife      (   )      Any Other \_\_\_\_\_ (Please Specify)

Residential Status:  Resident  Non-Resident Indian  Foreign National of Indian Origin  Others (Please Specify)

Correspondence Address \_\_\_\_\_  
\_\_\_\_\_ Pin \_\_\_\_\_

Permanent Address \_\_\_\_\_  
\_\_\_\_\_ Pin \_\_\_\_\_

Phone No. \_\_\_\_\_ STD/ISD Code \_\_\_\_\_

Office Address \_\_\_\_\_  
\_\_\_\_\_ Pin \_\_\_\_\_

Contact No.: Office \_\_\_\_\_ Residence \_\_\_\_\_ Mobile \_\_\_\_\_

Fax \_\_\_\_\_ Email \_\_\_\_\_

Nominee: \_\_\_\_\_ Relation: \_\_\_\_\_

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

Proof of Residence: Voter's identity card/Passport/Driving License/Electricity bill/Water bill/Gas Connection/Telephone bill (not more than 3 months old)

PAN Card(s) of all applicants

*(additional documents in cases of artificial persons like companies, societies etc.)*

Memorandum and Articles of Association  Resolution in favour of signatory passed by Board/Governing body (in original)

*(additional documents in cases of partnership firms)*

Partnership deed  Letter of authority signed by all partners in favour of signatory

*(additional documents in cases of Foreign Nationals, PIO & NRIs)*

Passport & document regarding payment through NRE/NRO account.

Signature of Applicant(s) \_\_\_\_\_

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## PARTICULARS OF FLAT

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1. Size: \_\_\_\_\_ Square Feet (Super Area)
2. Basic price: \_\_\_\_\_ Per Square Feet of Super Area
3. Registration Deposit: Rs. 4,00,000/- (Rupees Four Lakh Only)
4. Particulars of payment of Registration Deposit: Demand Draft/Cheque No(s). \_\_\_\_\_  
Dated \_\_\_\_\_ drawn on \_\_\_\_\_ issued in favour of  
**"M/s. A N BUILDWELL PRIVATE LIMITED 103"**, payable at New Delhi.

I/we have read & understood your payment plans, payment schedule and attached terms & conditions and undertake to be bound by the same.

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

I/we understand that this Registration cum Application form shall be treated as complete only when this Registration cum Application form is duly filed and signed by applicant(s) and is supported by all the necessary documents mentioned above. I/we understand that unsigned or incomplete Registration cum Application form may be rejected by you at your sole discretion. I/we confirm that this Registration cum Application form shall be treated as an Application form only after the Company has accepted the form for booking of a flat in Group Housing Colony being developed by the Company at Sector 103, Gurgaon (Haryana)

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

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

Signatures of applicant(s) \_\_\_\_\_

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Mode of submitting application

- Direct with company
- Through dealer/broker/facilitator/intermediary

(i) Name: \_\_\_\_\_

(ii) Address: \_\_\_\_\_

(iii) Broker's comments (if any): \_\_\_\_\_

Signature with rubber seal

Name of Signatory \_\_\_\_\_

Designation \_\_\_\_\_

Name of sales executive \_\_\_\_\_

\_\_\_\_\_

Signatures of Sales Executive \_\_\_\_\_

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### For office use only

Application received on \_\_\_\_\_ by \_\_\_\_\_

Special Remarks, if any \_\_\_\_\_

Signature of Applicant(s) \_\_\_\_\_

## PRICE LIST

Basic Sale Price (BSP) is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) Per Square Feet.

**Other/Allied Charges** payable by allottee are as under:

<b>External Development Charges (EDC)</b>	Rs. 328/- per sq. ft.
<b>Infrastructure Development Charge (IDC)</b>	Rs. 36/- per sq. ft.
<b>Preferential Location Charges (PLC)</b>	
Ground Floor	Rs. 100/- per sq. ft.
First Floor	Rs. 100/- per sq. ft.
Second Floor	Rs. 75/- per sq. ft.
Third Floor	Rs. 75/- per sq. ft.
Top Floor	Rs. 100/- per sq. ft.
Corner PLC	Rs. 75/- per sq. ft.
Landscape Facing PLC	Rs. 75/- per sq. ft.
<b>Lawn Charges</b>	Rs. 1000/- per sq. ft.
<b>Interest Free Maintenance Security</b>	Rs. 50/- per sq. ft.
<b>Charges for Covered Car Parking Space</b> (Basement/stilt)	
Single Car Parking Bay	Rs. 2,50,000/-
Dual Car Parking Bay	Rs. 4,00,000/-
<b>Club Membership Charges</b>	Rs. 1,00,000/-

### Notes:

- (1) Maximum 'PLC' payable by allottee shall not be more than Rs. 175/- per square feet e.g. PLC on Corner + Ground + Landscape Facing Apartment shall be Rs 175/- per sq.ft. This is apart from the Lawn Charges which are payable wherever applicable.
- (2) Service Tax, as applicable on above amounts, shall be payable extra.
- (3) In case of any increase in EDC or IDC by Government, increased amount shall be payable by allottee.
- (4) 'Per sq. ft.' rates are payable for Super Area of Unit/Flat.
- (5) It is mandatory to take atleast one covered car parking space with every flat. Choice of parking will be on first come, first serve basis. Additional car parking space shall be provided subject to availability at the time of possession, and shall be payable extra.
- (6) Price and availability are subject to change without any notice. Please check the prices applicable on the date of booking.
- (7) 1 sq.ft. = 0.093 sq.mtr.

### DOCUMENTS REQUIRED

- (1) Completed Application Booking Form with signature of the Applicant(s) on every page
- (2) Booking Amount cheque in favour of **M/s A N BUILDWELL PRIVATE LIMITED 103**
- (3) Two Photographs each of the Applicant/Co-Applicant
- (4) Copy of PAN Card
- (5) Proof of Residence (Voter Identity Card, Driving License, Passport, Electricity/Water bill, Gas connection, Landline or mobile telephone bill not more than three month old.)

In case of companies, additional documents shall be required.

Signature of Applicant(s) \_\_\_\_\_

## PAYMENT SCHEDULE

### BSP: As Applicable

Stages	Payable
1 Registration Deposit	Rs. 4,00,000/-
2 Within 30 days of date of acceptance of application by developer	10% of BSP less registration deposit
3 Within 60 days of date of acceptance of application by developer	10% of BSP
4 Within 120 days of date of acceptance of application by developer	Minimum 10% of BSP upto 80% of BSP [15% flexi-discount will be allowed on this amount, if paid in time]

Balance Consideration shall be payable in following Construction Linked Instalments

Total amount paid till Stage 4	30%	40%	50%	60%	70%	80%	90%	100%
Balance Payable	70%	60%	50%	40%	30%	20%	10%	Nil

Construction Stage	Your Payment Schedule							Other Charges Payable	
5 At foundation level	7%	6%	5%	4%	3%	2%	1%	-	Nil
6 On casting of plinth beam	7%	6%	5%	4%	3%	2%	1%	-	25% of EDC & IDC Charges
7 On casting of 1st floor roof	7%	6%	5%	4%	3%	2%	1%	-	25% of EDC & IDC Charges
8 On casting of 5th floor roof	7%	6%	5%	4%	3%	2%	1%	-	25% of EDC & IDC Charges
9 On casting of 7th floor roof	7%	6%	5%	4%	3%	2%	1%	-	25% of EDC & IDC Charges
10 On casting of top floor roof	7%	6%	5%	4%	3%	2%	1%	-	50% of Car Parking Deposit
11 On completion of internal plaster	7%	6%	5%	4%	3%	2%	1%	-	50% of Car Parking Deposit
12 On completion of internal flooring	7%	6%	5%	4%	3%	2%	1%	-	Nil
13 On completion of external plaster	7%	6%	5%	4%	3%	2%	1%	-	PLC as applicable
14 On offer of possession	7%	6%	5%	4%	3%	2%	1%	-	IIFMS + Club Membership + Stamp Duty and other charges (if any)

These instalments shall become payable on demand irrespective of the serial order in which they are listed.

Payment schedule for customization charges, as applicable, will be separate. Conditions apply. Please ask our sales executives for details.

Signature of Applicant(s)\_\_\_\_\_



## Terms & Conditions



1. Acceptance of this Registration cum Application form shall be communicated by developer in writing within thirty days of receipt of the form. On acceptance of same by developer, registration deposit shall be adjusted against basic sale price of flat. In case of rejection of the same, the Registration Deposit shall be refunded without any interest.
2. There shall be no escalation in Basic Sale Price. However, any escalation/additions to Statutory Charges/levies/taxes/EDC/IDC, etc. shall be borne by applicant in proportion to the Super Area of flat in accordance with demands of developer.
3. Applicant(s) shall make all payments towards consideration/price for allotment of flat by way of cheques/drafts/pay orders issued in favour of **"M/s. A. N. Buildwell Private Limited 103"**, payable at New Delhi. All cheques/drafts/pay orders shall be deemed to be accepted by developer subject to their realization only.
4. Amount equivalent to fifteen percent of total net basic price shall be deemed to be 'earnest money' for flat. In case, applicant(s) violates any term or condition of application/allotment of flat, developer shall have the right to cancel the allotment and forfeit the earnest money.
5. Basic Sale Price and other charges (like EDC, IDC, PLC, IFMS, Car Parking Charges, Club Membership Charges, etc.) payable by applicant(s) for the flat are mentioned in Price List attached herewith. Applicant(s) has to pay these amounts in accordance with attached Payment Schedule. Charges for any facility(ies) in addition to standard specifications (whether mentioned in price list or not) including the charges for power back-up installation, utility connection, fire fighting equipments, external electrification, cost of equipments providing common facilities etc. shall be paid additionally by applicant(s) as per demands raised by developer. These charges/deposits shall be as per then prevailing industry standards.
6. Applicant(s) understand and agrees that following charges shall always be attached to the flat and shall be payable by applicant(s) to the maintenance agency nominated/appointed by developer for rendering common services in Group Housing Colony with effect from expiry of thirty days from the date of offer of possession of flat by developer. These charges shall be in accordance with then prevailing industry standards.
  - a) Common area maintenance charges (i.e., CAM) [For providing common services and facilities in flat]
  - b) Contribution to Sinking Fund [This fund will be used for major repairs or replacement or purchase of new equipments for common use]
  - c) Interest-Free Maintenance Security
  - d) Charges for consumption of electricity and water
  - e) Cost of insurance of building
7. Consideration/Price for flat and all other charges including CAM charges shall be calculated on the basis of 'super area'. 'Super area' includes the area of flat and proportionate share of common areas/spaces in building/Group Housing Colony.
8. Basic specification of the flat are is attached herewith. However, the developer shall have the right to effect suitable alterations in such basic specification and the layout plan, if and when found necessary at its sole discretion.
9. Applicant(s) shall be entitled to opt for variations to the specifications of the flat only out of the alternatives provided by the developer in accordance with the developer's flexibility norms. For the convenience of applicant(s), developer shall notify the rates of each of the alternative allowed by it. All costs with statutory dues, taxes and/or levies with respect to such variations shall be borne by applicant(s). Variations shall be carried out only through such agencies, which have been nominated by developer for this purpose.
10. All taxes, levies, statutory charges, fees, (by whatever names they be called including Service Tax) applicable on flat or on any payment made or to be made by applicant(s) shall be borne & paid by applicant(s) and if any taxes, levies, statutory charges, fees etc. is imposed on the Group Housing Colony or on its land or on building containing applicant's flat, applicant(s) shall pay the same in proportion to the super area of flat.
11. Flat number shall be allocated by developer at the stage of allotment in accordance with its policies.

Signature of Applicant(s)\_\_\_\_\_



12. Flat shall be used only for residential purposes in accordance with law, policies of Government and guidelines issued by developer.
13. Size of types of flat(s) mentioned in application are tentative. However, developer shall endeavor that size of flat do not vary by more than fifteen percent from what has been stated in application. In any case, accounts between developer and applicant(s) will be settled on the basis of actual super area which applicant(s) will finally get.
14. Power backup load up to one KVA shall be provided for the flat. In case, applicant(s) require additional power backup load, applicant(s) shall have to pay then prevailing charges for availing extra load.
15. Timely payment by applicant(s) of installments towards consideration/price for allotment of flat, as per payment plan opted by applicant(s) is the essence of this transaction. In case, applicant(s) fails to pay any of the installments in time, developer may at its sole discretion either cancel applicant's booking or extend the time for making the payment thereof by levying interest at the rate of eighteen percent per annum on defaulted amount for delayed period.
16. Applicant shall from time to time execute further documents and agreements including the detailed agreement, transfer deed and maintenance agreement, as may be required by developer in developer's standard formats within thirty days of demand of execution of such document by developer, otherwise it will be deemed to be a material breach of terms and conditions by applicant.
17. Developer shall execute builder buyer agreement regarding allotment of flat only after receiving atleast thirty percent of effective basic price of flat. In case applicant(s) does not execute builder buyer agreement, in developer's standard format, due to any reason whatsoever within a period of thirty days of developer's call in this regard, developer shall have the right to reject/cancel applicant(s) application/booking/allotment.
18. Applicant(s) shall not have right to withdraw this Registration cum Application form. However, in case after acceptance of this application by developer and prior to execution of builder buyer agreement, applicant(s) wishes to get the application/booking/allotment cancelled or developer cancels the same on account of any default by applicant(s), applicant(s) shall be liable to pay a sum of Rupees Fifty Thousand Only to developer towards administrative charges alongwith all Taxes applicable thereon. Applicant(s) shall also either pay to the developer brokerage (if any) paid or payable by developer for applicant's booking or submit a 'No objection certificate' issued by broker (if any) to the effect that he will not claim any brokerage from developer in respect of applicant's booking.
19. Subject to compliance of all terms & conditions of allotment by applicant(s) and also subject to payment of total consideration/price & other charges applicable on flat by applicant(s), developer shall effect/cause execution of sale deed of flat, in accordance with law. All expenses (including Stamp Duty) involved in its registration including renewals thereof (if any) shall be borne by applicant(s).
20. Applicant(s) shall not be entitled to transfer/assign his rights/claims/interests in flat 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 transfer fees/charges) as it may deem fit and proper. However, there will be no transfer fee for the first transfer of flat after execution of builder buyer agreement.
21. Developer shall endeavor to offer possession of flat to applicant(s) within a period of three years from the date of execution of builder buyer agreement of flat. Developer shall be entitled to reasonable extension in delivery of possession of said flat to the applicant(s) in the event of any default or negligence attributable to the applicant(s). Developer's responsibilities to offer possession of said flat within above time frame shall also be subject to Force Majeure conditions and causes beyond the control of developer (like flood, earthquake, terrorists' acts, sabotage, war, riots, shortages, strikes, delays in receiving necessary sanctions from Government Authorities, etc.).
22. Subject to conditions laid down in clause 21 above, in case developer fails to make the offer for possession of the flat within the time stipulated hereinabove, developer shall pay liquidated damages of Rs. 5/- (Rupees Five Only) per month per square feet of super area of said flat to applicant(s) for the period of delay. Apart from this developer shall not be liable to pay to applicant(s) any other amount or damages or compensation or interest under any head whatsoever.
23. After handing over of the possession of the flat by developer, applicant(s) shall himself be responsible for repairs and maintenance thereof. Applicant(s) shall never make any structural changes in said flat. Applicant shall not add or remove (either in part or whole) and pillar or RCC slab (including if same forms part of said flat). However, in case applicant wishes to remove or add any brick wall in said flat, applicant may do so provided applicant takes prior approval for the same from developer or maintenance agency and applicant(s) undertakes that he will not cause disturbance to other occupants of said Group Housing Colony and he will not cause damage to any other property.

Signature of Applicant(s)\_\_\_\_\_

24. Applicant(s) shall be entitled only to the area enclosed within the periphery walls of the flat. Developer shall be always free to raise/construct additional floor/flats in the building or any additional structure in Group Housing Colony and to transfer the same to such person(s) on such terms and conditions, which the developer may deem fit and proper. Developer shall be always free to change the layout plans, building plans and/or floor plans of buildings/structures in Group Housing Colony in such manner, which the developer may deem fit and proper. Applicant(s) shall never have any objections in these regards.
25. Applicant(s) understands and agrees that building plans for Group Housing Project; specifications, quality, standard & quantity of material to be used in construction of Group Housing Project and nature of facilities to be provided in Group Housing Project shall be determined exclusively by developer. Applicant(s) shall have no right to interfere in these matters.
26. Since construction of Group Housing Colony is a large project, developer shall construct the same in Phases. Irrespective of whether construction of other phase(s) is complete or not, developer will offer possession of the flat after completion of construction of phase, wherein flat situates. Applicant(s) must take the possession of flat within thirty days from the date of offer of possession. Applicant(s) shall never have any objection to developer constructing or continuing with the construction of remaining structures in Group Housing Colony or other buildings adjoining the flat. All major common facilities shall be completed and provided only after completion of construction of all phases. However all services necessary for making use of flat like supply of water, electricity and connection to sewerage shall be activated at the time of delivery of possession of flat.
27. In case of abandonment of project or if developer is unable to deliver possession of flat to applicant after execution of builder buyer agreement, within the period specified in clause 21. developer's liability shall be limited to refund of monies paid by applicant for flat along with simple interest thereon calculated @ 9% per annum and developer/company shall not be liable for any other compensation/damages.
28. Applicant has checked, verified and appraised himself with all laws, rules, regulations, notifications, circulars and policies applicable on this Group Housing Project and/or on its land. Applicant has also checked, verified and satisfied himself regarding authorities and entitlements of developer to construct, develop and market this Group Housing Project.
29. No one, (including any broker/dealer or even any employee 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 beyond the scope of these terms and conditions made by any person including any broker or employee of developer.
30. Foreign applicant(s), applicant(s) having NRI/PIO 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 including remittance of payments in India and acquisition of immovable properties in India. It shall be the sole responsibility of applicant(s) to ensure that payment is remitted only through authorised accounts/channels. Developer shall not be responsible in any manner if any third party makes any payment/remittances on behalf of applicant(s) and developer shall issue payment receipts in favour of applicant(s) only. All financial and penal consequences (if any) for violation of any law or rule shall be borne exclusively by applicant(s) himself. In case it is ever found that any provision of any applicable law is not complied with, allotment of flat shall be liable to be cancelled and 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(s) to the developer for flat after deducting broker's commissions/discounts.
31. Developer shall send all letters/notices and communications to the sole/first applicant(s) at his address given in the application form through registered/speed post or through courier. All such letters/notices and communications sent to the sole/first applicant(s) shall be deemed to have been duly received by all applicants within 10 (ten) days from the date of dispatch. Developer shall not be liable to send separate communication, letters and notices to the second applicant(s) or to applicant(s) other than the first applicant(s).
32. 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).
33. This transaction shall be governed by laws of India.

Signature of Applicant(s)\_\_\_\_\_

34. 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 by developer. Venue of arbitration shall be at Gurgaon. 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.
35. Subject to Arbitration Clause stated above, all disputes regarding this application shall be subject to the exclusive jurisdiction of Courts/Forums and Tribunals at Gurgaon only.

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

Signature of Sole\First Applicant

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

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

Signature of the Second Applicant

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



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100% CUSTOMIZABLE APARTMENTS



**SPIRE 103**  
SECTOR 103, GURGAON

A PROJECT BY



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