

SPAZE ARROW

SECTOR-78, GURGAON



**APPLICATION FOR REGISTRATION FOR
PROVISIONAL ALLOTMENT OF
UNIT IN “SPAZE ARROW”
SECTOR – 78, 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

To,

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 Retail/office Unit in Your Project 'Spaze Arrow' at Sector - 78 , Gurgaon, Haryana

Dear Sir,

The Applicant(s) request that the Applicant(s) may be registered for provisional allotment of a retail/office unit in the proposed project Spaze Arrow Complex, to be developed by **Spaze Towers Private Limited** (hereinafter referred to as the '**Company / Developer**') in Village Naurangpur Tehsil and District Gurgaon, Sector – 78, Gurgaon, Haryana.

The Applicant(s) agree and note that the allotment of retail/office 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 Applicant(s).

The Applicant(s) agree to sign and execute, as and when required, the Allotment Letter containing terms and conditions of allotment, 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). The Applicant(s) accept & agree to abide by the General Terms & Conditions of registration for provisional allotment as attached hereto.

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

The Applicant(s) have perused the "**Schedule of Payment**" and agree to pay further installments of the Total Sale Price, Taxes, Levies, and Other Charges, etc. 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, record and communications:

1. SOLE / FIRST APPLICANT

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

Mr./Ms./M/s _____

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./M/s _____

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./M/s _____

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

PAYMENT SCHEDULE OF ARROW

Down Payment Plan	
At the time of Booking	Rs.7,00,000
Within 30 days from the date of Booking	Complete 95% of BSP + 100% of EDC and IDC + Right to Use of Car Parking + PLC (if applicable) including booking amount
At the time of offer of Possession	5% of BSP + IFMS & other applicable charges

Construction Linked Installment Plan (CLIP)	
At the time of Booking	Rs.7,00,000
Within 60 days from the date of Booking	Complete 20% of BSP including amount paid at the time of Booking
Within 150 days from the date of Booking	10% of BSP
On Start of Excavation	5% of BSP + 25% of EDC and IDC + 25% of PLC (if applicable)
On Commencement of 2nd Basement Floor slab	5% of BSP + 25% of EDC and IDC + 25% of PLC (if applicable)
On Commencement of 1st Basement Floor slab	5% of BSP + 25% of EDC and IDC + 25% of PLC (if applicable)
On Commencement of Ground Floor slab	5% of BSP + 25% of EDC and IDC + 25% of PLC (if applicable)
On Commencement of 2nd Floor slab	7.5% of BSP
On Commencement of 4th Floor slab	7.5% of BSP
On Commencement of 6th Floor slab	7.5% of BSP + 25% of Right to Use of Car Parking
On Completion of Superstructure	7.5% of BSP + 25% of Right to Use of Car Parking
On Commencement of Plumbing	7.5% of BSP + 25% of Right to Use of Car Parking
On Commencement of Electrical work	7.5% of BSP + 25% of Right to Use of Car Parking
At the time of offer for Possession	5% of BSP + IFMS & other applicable charges

Terms & Conditions:

- All payments to be made in favor of "**Spaze Towers Pvt Ltd A/c Spaze Arrow**" in the form of Cheque or DD payable at Gurgaon/Delhi.
- Service tax will be charged extra as per the government policy.
- The stamp duty & other charges shall be applicable along with the last installment, as applicable. Interest Free Maintenance Security is refundable.
- PLC charges are extra as applicable.
- Administrative charges for nomination will be charged as per Company policy.
- The offer is subject to Force Majeure Clause. Prices, Terms & Conditions stated herein are merely indicative with view to acquaint the applicant and are not exhaustive.
- Installment shall become payable (as per actual construction schedule) irrespective of their serial order in which they are listed above.

First Applicant.....

Second Applicant.....

TERMS AND CONDITIONS FOR REGISTRATION FOR PROVISIONAL ALLOTMENT OF UNIT IN THE PROPOSED COMMERCIAL PROJECT "SPACE ARROW" AT SECTOR - 78 GURGAON, HARYANA

The terms and conditions given hereunder are merely indicative and are given with a view to broadly familiarize and acquaint the Applicant(s) with the terms, conditions and provisions as would be more comprehensively set out in the Buyer Agreement, which upon execution shall supersede this Application. The Applicant(s) shall sign all the pages of this Application Form in token of the Applicant's acceptance of the same.

1. That the Applicant(s) has applied for the provisional registration for allotment of a unit in the Proposed Commercial Project "Space Arrow" being developed by M/s. Spaze Towers Private Limited at Sector – 78, Gurgaon, Haryana ("**Complex**") 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. The Applicant(s) is interested in booking of Unit (*in company specified condition only*) (*hereinafter referred to as the "Unit"*)
2. Before applying for allotment of the said "Unit", the Applicant(s) have verified and understood the terms/conditions of Standard Buyer's Agreement/maintenance agreement and price of the said "Unit" with other Company(ies) in the vicinity/region and have fully satisfied itself/themselves about the terms and conditions, price of the said "Unit" and nature of rights, title, interest of the Company in the said Project, which is to be developed/constructed by the Company and have further understood all limitations and obligations in respect thereof.
3. The Applicant(s) acknowledge that the Company, as and when demanded by the Applicant(s), has provided all information & clarifications as required by the Applicant(s) and that the Applicant(s) have not unduly relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the property, the Project and the said "Unit" (*including the size and dimensions and any other physical characteristics thereof*), services to be provided by the Company, estimated facilities/amenities to be made available to the Applicant(s) or any other data except as specifically represented in this Application and that the Applicant(s) have relied solely on his/her own judgment and investigation(s) for applying for provisional registration for allotment of the said "Unit".
4. That the Applicant(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 that the Applicant(s) require no further investigations or have no objection in this regard with the Developer.
5. That the allotment of Unit shall be subject to signing and execution of the Buyer's Agreement on Company's Standard Format within 30(thirty) days of the same being sent by the Developer for execution. It is specifically made clear that until the allotment is made and confirmed by notice and Buyer's Agreement is signed and executed by the Parties, there shall be no obligation on the Company. However, the terms and conditions as recorded herein and the Buyer's Agreement (*to be executed and understood by the Applicant(s)*) shall be ever binding on the Applicant(s).
6. That the allotment of Unit shall be subject to the terms & conditions imposed by the competent authorities including the Director General, Town & Country Planning, Haryana while granting permission for development of the Complex on the land and/or at any time thereafter and/or to all the laws / notifications and rules applicable to the area and/or Municipal Committee, Gurgaon, Haryana including the terms & conditions as contained herein.
7. That the Applicant(s) shall as and when directed and required by the Company, sign and execute the Allotment Letter for allotment of Unit and/or the Buyer's Agreement, maintenance agreement including other agreements and documents on the standard format of the Company.
8. That the Applicant(s) understands that timely payment is the essence and agree(s) to make timely payment of installments and/or other dues as per the schedule of payment attached hereto.
9. The Applicant(s) agrees and understands that in addition to Total Sale Consideration (*detailed in the payment plan for provisional registration*), the Applicant(s) shall be liable to pay all charges, Taxes and Cesses, including but not limited to EDC, IDC, VAT, IAC, etc., which shall be charged and paid as provided herein/Buyer's Agreement.

It is clarified that, in terms of the provisions of this clause 9, the Applicant(s) shall be under an obligation to pay to the Developer towards the purchase of the Unit all the applicable taxes including but not limited to service tax, cess, levies, VAT, etc., applicable electricity and water installation-connection -supply charges, stamp duty & registration charges including other miscellaneous charges

relating thereto, interest free maintenance deposit, and such other charges/taxes/deposits, as may applicable. The proportionate share of Charges/Taxes/Levies etc. shall be the ratio of the super area of the Unit to the total super area of the Said Complex.

Further, it is abundantly clarified that, from the date hereof, if there is any increase in the external development charges and infrastructure development charges the same shall be payable by the Applicant(s) to the Developer.

Further any or all taxes, rates, levies, cess, VAT, service tax duty or charge or renewal fees, renewal charge, etc., including any or all taxes, levies, cess, etc. (*by whatever name called*) that is levied/charged (*including with retrospective effect*) by the competent authority in respect of the construction/development of the Complex including the building in which the Unit is situated shall be payable by the Applicant(s) to the Developer. The same shall deemed to be part of the Total Sale Consideration under this Agreement and be payable by the Applicant(s), as and when demanded by the Developer, over and above the Total Sale Consideration payable/paid in terms hereof.

10. That the total consideration payable for the Unit has been calculated by the Developer after taking into account the current costs of materials, labour cost, fuel, etc., to be used / utilized in implementation of the project. However, the same may vary during the implementation of the project. In order to ensure a fair and transparent methodology for computation of Escalation Charges, the Developer shall take the respective and applicable Reserve Bank of India (RBI) Indexes relating to Steel, Cement, Fuel & Power, Other Building Construction materials and Labour as published in the RBI Monthly Bulletin as the basis of such computation and the Applicant(s) agree and accepts, that by choosing these independent RBI Indexes, the Developer is ensuring the highest level of fairness and transparency and the same shall be final and binding on the Applicant(s). The detailed clause/computation shall be provided in the Buyers Agreement.
11. That in addition to the basic price, other charges (*as detailed herein and/or the Buyer's Agreement*) including preferential location charges shall be payable by the Applicant(s) for unit preferentially located and the decision of the Developer, in this regard, shall be final.
12. That the Applicant(s) shall use the Unit only for the intended purpose and shall not put it to any other use.
13. That the layout and building plans, advertisements, brochure, advertising material, etc., displayed at the Company's Office are only tentative and the Company shall have the right to make suitable and necessary alterations/revisions therein. The Applicant(s) further, recognizes that the Developer, based on his expertise / experience / market requirement / current or future developments / architectural requirements / market trends, directions of competent authority etc., may be required to change the layout of the Complex including position and/or location and/or area of the said Unit and hereby unequivocally consents and approves all such changes/alteration/revision including any change in the percentage of the Unit area to the Super Area of the Complex, in consideration of the overall enhanced/improved development of the Complex . Further, the Applicant(s) hereby releases in favour of the Developer of all the claims which he/she/it may have or acquire due to the aforesaid. The provisions of this clause shall apply mutatis mutandis in case the Developer proceeds to avail any increase in FAR in future.

Further, in the event due to the above and /or compulsory reasons the complex does not include the Unit, in that eventuality the Applicant(s) shall be provided by an alternate Unit by the Company.

In case of increase in the area of the said "Unit/Space", the Applicant(s) shall pay for increase in area at the rate of booking of the said "Unit" In case of decrease of the allotted area of the said "Unit", the amount received in excess over and above the total cost (*calculated at the rate of booking*) of the said "Unit" based on the changed area, shall be refunded / adjusted (*as the case may be*) by the Company to the Applicant(s) without my/our protest and demur and without any interest thereon.

14. The Applicant(s) hereby acknowledge and understand that, if the Developer for the purpose of this Agreement or in relation to the Complex to be required, from time to time, to submitted before any authority (*statutory or otherwise*) consent/NOC/Approval, etc. from the Applicant(s) , then in that eventuality the Applicant(s) agrees and undertake to execute and provide to the Developer without any delay/demur all such documents e.g. NOC, consent forms, approvals, etc.

Notwithstanding anything to the contrary contained herein, the Applicant(s) hereby unequivocally and expressly consents and irrevocably authorises/permits and nominates and constitutes the Developer as his authorised person to sign and execute all documents e.g. NOC, consent forms, approvals, etc. as may required to be submitted and/or required by the Developer with any

authority (*statutory or otherwise*) for purpose of this Agreement and/or the development and construction of the Complex and further undertakes to ratify the same, if required and called upon to do so without any delay/demur/default.

15. If as result of any subsequent legislation, judicial pronouncement, direction by a statutory /local authority, etc., the conveyance deed/ sale deed of the Unit, in favour of the Applicant(s), is required to be executed on the basis of the any other calculation of area i.e. carpet area, super built up area, etc., as applicable to the Unit, in such an event the total sale consideration as applicable to the present/revised super area for the Unit shall be the total sale consideration payable in respect of the such other calculation of area i.e. carpet area, super built up area, etc., and be accordingly recorded in the conveyance deed/sale for the Unit.
16. That the Applicant(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 Applicant(s) of the said unit with the Company shall be deemed as nomination for the purpose.
17. That the Company / Developer has made specifically clear to the Applicant(s) and after having satisfied himself / herself / themselves, the Applicant(s) has understood and agreed that the computation of the price of the said unit does not include any element of recovery or payments and computation is only for the area of unit in the Project.
18. That the Applicant(s) upon offer of possession (*Permissive or otherwise*) of the Unit, 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 Applicant(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 Applicant(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 Applicant(s) shall pay an Interest Free Maintenance Security Deposit @ Rs._____/ - per sq. ft. of the Super Area of the said Unit.
19. 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 Applicant(s) and it shall be incumbent on the Applicant(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 Applicant(s) as and when a particular stage of construction is reached/completed, and Applicant(s) will also apply his ordinary prudence and make efforts to update himself about the payment schedule. In case the installments are delayed, the Applicant(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 Applicant(s) fails to pay the installment alongwith interest, the Developer shall cancel the allotment and forfeit the amount of earnest money alongwith brokerage paid/payable, interest due and any other charges from the amount deposited by him / her / it and the allotment shall stand cancelled and he / she / it shall have no lien / charge / interest on the 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 Applicant(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 Applicant(s) and / or the Applicant(s) in future for further payments on that account. Each case shall be examined individually / separately.

Further, in the event the Applicant(s) delay/demur/fail to execute and provide/return to the Developer with the executed copies of the Buyer's Agreement within 30(thirty) days of the same being sent by the Developer. The Developer shall have the right to cancel the Allotment of Unit and forfeit the Earnest Money.
20. That the Applicant(s) hereby authorizes the Company / Developer to forfeit the Earnest Money which

shall be deemed to be 15% (fifteen) percent of the total sale consideration and the interest due and 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.

21. The Applicant(s) has fully understood and agrees that in case the Applicant(s) withdraws or surrenders his application for the allotment for any reason whatsoever at any point of time, then the company at its sole discretion may cancel/terminate the booking/allotment/application and shall forfeit the Earnest Money and will refund the balance amount, if any, to the Applicant(s) only after re-selling the said unit and receiving the consideration from the new buyer.
22. That in case the Applicant(s) avails a loan from the bank, it shall be the personal liability and responsibility of the Applicant(s) 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.
23. That the Developer may grant to the Applicant(s) right to use car park on such terms and conditions it may deem fit and proper including levying of one time charges. If granted the Applicant(s) understands that as the reserved right to use car park is an integral amenity of the Unit, the Applicant(s) undertakes not to sell / transfer / deal with the right to use car park independent of the Unit. The Applicant(s) agrees and understands that such car parking areas may not be declared as common areas by the Company in the declaration in terms of the Haryana Apartment Ownership Act, 1983 or under any other law for the time being in force.
24. 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 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 Applicant(s) shall pay the same on pro-rata basis.
25. The Applicant(s) agree that the Company in the betterment of the Project can consult/engage/appoint/remove/change any project consultant, contractors, architects, engineers, etc. at any point of time and the Applicant(s) shall have no objection to the same.
26. That the Company will install an Electric Sub-station, for which the Applicant(s) shall be required to pay charges as applicable for Super Area of the Unit. The Applicant(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 Applicant(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*).
27. That the Applicant(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 Applicant(s). Conveyance deed shall be executed and registered after obtaining occupation certificate by Developer from concerned agency Conveyance deed shall be executed and got registered after receipt of full price, other dues and said charges and expenses (including interest) from the Applicant(s) in respect of the said Unit.
28. That the Applicant(s) shall get his / her / its complete address registered with the Developer at the time of booking and it shall be his / her / its responsibility to inform the Developer by registered AD letter about all or any subsequent changes, if any, in his / her / its address, failing which all demand notices and letters posted at the first registered address as stated by the Applicant(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 Applicant(s) shall have to strictly comply with the schedule of payment attached herewith and the Applicant(s) shall be solely responsible for any default in payment and the consequences that might occur there from. The Applicant(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 unit / complex.
29. That it is made clear that the Applicant(s) shall have no right to claim partition of the said land and / or common areas / facilities, even the 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 Applicant(s) except a limited right to user subject to payment of all applicable charges.
30. That the intending applicant shall comply with all legal requirements for the purchase of immovable property, as and when applicable. That the intending applicant, if resident outside India, shall solely be

responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA) 1999 of RBI act and rules / guidelines made /issued hereunder and all other applicable laws including that of remittance of payments, acquisition/ sale/ transfer of immoveable properties in India.

31. That the Applicant(s) agrees to take possession (*permissive or otherwise*) of the said unit within 30 (thirty) days from the date of notice for possession (*permissive or otherwise*) failing which it would be presumed that the Applicant(s) has taken possession. During the period of deemed possession, the Applicant(s) shall be liable to pay holding charges @ Rs _____/- 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 Applicant(s) . The Applicant(s) shall also be liable to pay apart from the applicable holding charges the prevailing maintenance charges as made applicable by the Developer or its nominated maintenance agency from the date of offer of possession / deemed possession in terms of the standard Maintenance and Services Agreement..

The Applicant(s) hereby agree that the date of submission of application for grant of occupation certificate shall be construed as the date of completion.

32. That the Applicant(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 Applicant(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.
33. That the Applicant(s) covenants with the Developer that the Applicant(s) shall raise no objection and deemed to be consented to the Developer raising finance / loan by creating charge/mortgage on the said Complex including the said unit. However, no liability shall be fastened on the Applicant(s) on this account whatsoever.
34. That the Applicant(s) agrees that the registration for provisional allotment of the unit is subject to *force majeure* which interalia, include delay on account of any dispute, 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 if non- delivery of possession is a result of delay in decision or clearance from concerned Statutory Body or 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 Developer and in any of the aforesaid event the Developer shall be entitled to a reasonable corresponding extension of time of delivery of possession of the said unit on account of *force majeure* circumstances.
35. That in the event of any such contingency arising / happening, a Company shall have the right to sever, alter or vary the terms & conditions of registration of allotment or change the allotment, made pursuant thereto of any particular unit, to other 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 Applicant(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 Complex, then the Company liability shall be limited to the refund of the amount paid by the Applicant(s), without any interest or any other compensation whatsoever.
36. That the provisional and / or final allotment of the 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 Unit for all its dues and other sums payable by the Applicant(s) to the Developer.
38. 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 enforceable against any and all occupier(s), tenant(s), licensee(s) and / or subsequent purchaser(s) / assignee(s) / nominee(s) of the said unit as the said obligation go along with the said project for all intents and purposes.
39. That the general terms and conditions as mentioned above are not exhaustive for the purpose of final allotment of the unit to the Applicant(s) and may further be supplemented and/or amended by the terms and conditions of allotment as mentioned in the Allotment Letter and thereafter in the buyer's agreement/Agreement to Sell/Sale Deed.
40. That the Applicant(s) agrees to pay the cost of the unit i.e. Rs. _____ as per the Payment Plan, Down Payment / Construction Linked Payment Plan, enclosed.