

APPLICATION FORM



VISTAS

PERSONAL INFORMATION FORM

Details of Unitech Property Already Purchased _____

Number of Properties: 1 2 3 4 Customer Code(s)*: _____

Name (Mr./Mrs./Ms/Dr.): _____

Correspondence Address: _____

City: _____ Pin Code: _____

Phone: _____ Mobile No.: _____

Facsimile No.: _____ E-mail: _____

Company Name: _____

Profession: Self Employed Salaried Government Servant Others _____ Please Specify

Designation: _____

Current Residence Status: Owned Rented/Leased Company Provided Service Apartment Others

Residence Type: Apartment Floor Villa Golf Course Property Others

Citizenship: _____ Original Indian State/City: _____

Residential Status: Resident NRI Foreign National

FINANCIAL DETAILS

If Indian

PAN No.: _____ Principal savings account held in bank(s) _____

If NRI

Current Country of Residence: _____

NRE/O Account held in Bank: _____

Principal Savings account held in bank(s) in country of residence: _____

Passport Number: _____

Household Income Range

Less than 5 Lacs per annum 5-10 Lacs per annum 10-15 Lacs per annum
 15-20 Lacs per annum 20-50 Lacs per annum More than 50 Lacs per annum

Current Cumulative EMI Payout Range

Less than 25 Thousand per month 25-50 Thousand per month 50-100 Thousand per month
 1-2 lacs per month 2-5 lacs per month More than 5 lacs per month

PERSONAL DETAILS

Birthday: _____ Anniversary: _____

Spouse's Name: _____ DOB: _____

Children's Name: _____ DOB: _____

Children's Name: _____ DOB: _____

Children's Name: _____ DOB: _____

Other Interests: _____

M/s Unitech Ltd.
Marketing Division
Second Floor, Signature Towers,
South City - I, Gurgaon
Haryana.

Dear Sir,

I/We request that I/We may be registered for provisional allotment of an Apartment in the Group Housing Complex “**Vistas**”, proposed to be developed by **Unitech Ltd.** (hereinafter referred to as the ‘**Company**’) in Sector-70, Gurgaon on a parcel of land admeasuring approximately 26.495 acres (107220 sq. mtrs. approx.) situated in Village Badshapur, Gurgaon, Haryana.

I/We agree and undertake to abide by the **General Terms & Conditions** for registration of provisional allotment of Apartment in “**Vistas**”, as annexed to this application which I/We have read and completely understood.

I/We also agree to sign and execute, as and when required, the **Agreement to Sell** containing the detailed terms and conditions of allotment of the Apartment and other related documents on the prescribed format of the Company.

I/We further understand that the expression ‘Allotment’ wherever used herein shall always mean provisional allotment and will remain so, till such time a formal Sale Deed is executed in favour of the intending Allottee(s).

I/We remit herewith a sum of Rs.....
(Rupees.....)
by Bank Draft/Cheque No. dated..... drawn on..... in
favour of “**Unitech Ltd. - Vistas Sales A/c**” as the registration amount for provisional allotment of the Apartment.

I/We have perused the Price List cum Payment Plan and agree to pay as per the “**Payment Plan**” opted by me and annexed hereto as **Annexure ‘A’**.

1. SOLE / FIRST APPLICANT

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

Mr/Ms

s/w/d of

Guardian’s Name (In case of minor).....

Date of Birth

Nationality

Occupation:

- | | | |
|-------------|------------------|-----------------|
| Service () | Professional () | Business () |
| Student () | House wife () | Any other |

Resident Status:

- | | | |
|-------------------------------|------------------|---------------------------------------|
| Resident () | Non Resident () | Foreign National of Indian Origin () |
| Others (Please Specify) | | |

Mailing Address :

.....

State Country

Pin e-mail

Photograph of
Sole/ First Applicant

Tele No Fax. No Mobile No.

Permanent Address :

State Country..... Pin

Tele No Fax. No Mobile No.

Office Address :

State Country..... Pin

Tele No Fax. No

Income Tax Permanent Account No (PAN)

Ward / Circle / Special Range

(Place where assessed to Income Tax)

2. SECOND/JOINT APPLICANT

Photograph of Second Applicant

Mr./Ms.....

s/w/d of

Guardian's Name (In case of minor)

Date of Birth.....

Nationality

Occupation:

Service ()

Professional ()

Business ()

Student ()

House wife ()

Any other

Resident Status:

Resident ()

Non Resident ()

Foreign National of Indian Origin ()

Others (Please Specify)

Mailing Address :

State Country

Pin E-mail

Tele No Fax. No Mobile No.....

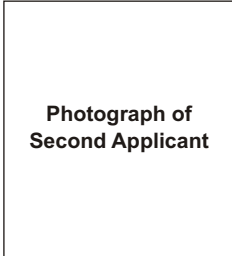
Permanent Address :

State Country..... Pin

Tele No Fax. No Mobile No.

Office Address

State Country..... Pin



Tele No Fax. No

Income Tax Permanent Account No (PAN)

Ward/Circle/Special Range

(Place where assessed to Income Tax)

DETAILS OF APARTMENT APPLIED FOR:

- (1) Unit No..... (2) Floor.....
(3) Tower..... (4) Type.....
(5) Super Area.....sq. mts. (appx.) (..... sq. ft. appx.)
(6) Terrace Area.....sq. mts. (appx.) (.....sq. ft. appx.)
(7) No. of covered car parking(s) (8) No. of surface car parking(s).....

PAYMENT PLAN: DOWN PAYMENT PLAN / CONSTRUCTION LINKED INSTALLMENT PLAN

PAYMENTS:

- (i) Basic Sale Price Rs
- (ii) External Development Charges(EDC) Rs
- (iii) Infrastructure Development Charges(IDC) Rs
- (iv) Preferential Location Charges (if applicable)(PLC) Rs
- (v) Interest Free Maintenance Security Deposit Rs
- (vi) Car Parking Space(s) Rs
- (vii) Club Membership & Registration Charges Rs
- (viii) Other charges, if any Rs

DECLARATION:

I/We, the above applicant(s) do hereby declare that the above particulars/information given by me/us are true and correct and nothing material has been concealed therefrom. I am aware that the total cost as described in the Price and Payment Plan is inclusive of statutory fees, taxes, cesses, levies etc. prevailing as on the date of application. I/We undertake to pay any increase or any new fees, taxes and/or levies charged or imposed by the Govt./statutory authorities till the possession of the Apartment is taken by me/us.

I/We agree to abide by the terms and conditions of this Application as also the General Terms and Conditions of allotment including those relating to payment of total price of the Apartment and other deposits, charges, rates, VAT, Service Tax, other applicable taxes, cesses, levies etc. and forfeiture of Earnest money as laid down herein.

(Signature of First / Sole Applicant)

(Signature of Second Applicant)

Dated:

Note:

- 1) All Cheques / Drafts towards consideration and other charges to be made in favour of “**Unitech Ltd. - Vistas Sales A/c**” payable at New Delhi only.
- 2) In case the cheque comprising booking amount/registration amount is dishonoured due to any reason, the Company reserves the right to cancel the booking without giving any notice to the applicant(s).
- 3) Applications not accompanied by photographs of the applicants shall be considered as incomplete.

- 4) Documents required at the time of Booking.
1. Booking amount cheques / drafts
 2. PAN No. & copy of PAN Card / Undertaking-Form 60
 3. **For Companies:** Memorandum & Articles of Association and certified copy of Board Resolution for signing the documents on behalf of the Company
 4. **For Partnership Firm:** Copy of partnership deed, firm registration certificate, consent / authorization from all the partners
 5. For Foreign Nationals of Indian Origin: Copy of Passport / Funds from NRE / FCNRA/c
 6. For NRI: Copy of passport & payment through NRE / NROA/c
 7. One photograph of each Applicant
 8. Address / Identity Proof: Photocopy of Electoral Identity card / Ration card / Driving License / Passport / Gas Connection / Bank Passbook attested by Bank Manager

FOR OFFICE USE ONLY

1. Application: Accepted / Rejected
2. Provisional registration of Residential Apartment
 Unit No.....
 Floor No.....
 Tower No.....
 Type.....
 No. of covered car parking/s
 No. of surface car parking/s
 Super Area..... sq. mts. (appx.) (..... sq. ft. appx.)
 Terrace Area sq. mts. (appx.) (..... sq. ft. appx.)
3. (i) Basic Sale Price Rs.....
 (ii) External Development Charges(EDC) Rs.....
 (iii) Infrastructure Development Charges(IDC) Rs.....
 (iv) Preferential Location Charges (if applicable) (PLC) Rs.....
 (v) Interest Free Maintenance Security Deposit Rs.....
 (vi) Car Parking Space(s) Rs.....
 (vii) Club Membership & Registration Charges Rs.....
 (viii) Other charges, if any Rs.....
4. Payment Plan opted : **DOWN PAYMENT PLAN / CONSTRUCTION LINKED INSTALLMENT PLAN**
5. Registration Amount received vide R. No..... Dated.....
 Rs..... (Rupees..... Only)
6. No of Joint holders.....
7. Mode of booking. : Direct(Ref. if any).....
 : Broker (Please affix name with
 address, rubber stamp
 and Tele. No.):

.....
AUTHORIZED SIGNATORY FOR THE COMPANY

Dated:.....

**GENERAL TERMS & CONDITIONS FOR PROVISIONAL REGISTRATION OF ALLOTMENT OF APARTMENT IN
“VISTAS” IN SECTOR 70, GURGOAN, HARYANA**

1. **THAT** the intending Allottee(s) has applied for registration of allotment of an Apartment in the Group Housing Complex “Vistas” proposed to be developed by the Company in Sector - 70, Gurgaon, Haryana with full knowledge of laws, notifications, rules as applicable to this area.
2. **THAT** the intending Allottee(s) has fully satisfied himself about the interest and title of the Company in the Land where the Complex “Vistas” in Sector 70, Gurgaon is proposed to be developed.
3. **THAT** the intending Allottee(s) is aware that the land in the ownership of the Company is duly licensed for purposes of development of the Group Housing Complex. Approval of building plans shall be obtained after zoning has been sanctioned.
4. **THAT** the intending Allottee(s) shall pay to the Company the entire consideration, as per the Payment Plan opted by the intending Allottee(s) and **annexed** hereto.
5. **THAT** the intending Allottee(s) understands, agrees and is fully satisfied that the price of the Apartment applied for represents only the price of the said Apartment and does not include any element of cost/price towards construction, running and operation of any other facilities/utilities proposed to be developed in the complex, which shall remain outside the purview of allotment of the said Apartment.
6. **THAT** the intending Allottee(s) shall pay the basic price and other charges of the Apartment on the basis of “**Super Area**” which has been elaborately defined and explained in **ANNEXURE - B**. The basic rate (per sq. ft.) of the Apartment is firm save and except as provided herein. It is clearly understood by the Intending Allottee(s) that all other facilities and amenities, such as, shops, club, school, community facilities, health centre, etc., if any, developed by the Company solely at its own cost and expense shall always vest with the Company which shall have the sole and exclusive right to deal with all such facilities and amenities in any manner as deemed fit and proper by the Company. The Intending Allottee(s) shall have no ownership and/or user rights on such facilities, amenities and service and the Company shall have the absolute right and discretion to decide upon the user and the manner and methodology of their disposal.
7. **THAT** the intending allottee(s) agrees that the parking spaces allotted to him shall be an integral part of the Apartment and cannot be sold or dealt with independent of the said Apartment. The intending allottee(s) may apply for additional parking space which maybe allotted subject to availability and at the prevailing price. All clauses of this Application and the Buyer’s Agreement pertaining to allotment, possession, cancellation etc. shall also apply mutatis mutandis to the parkings allotted to the intending allottee(s). The intending allottee(s) further agrees that all such reserved car parkings allotted shall not form part of common areas of the said Building/Complex for the purpose of Declaration which may be filed by the Company under Haryana Apartment Ownership Act, 1983 and rules framed thereunder. The Company shall have sole and exclusive right to allot the parking slots on such terms and conditions as may be specified for the purpose.
8. **THAT** the Company apart from basic price shall fix Preferential Location Charges (PLC) of apartments in the Complex and if intending Allottee(s) opts for booking of any such apartment, he/she shall also be liable to pay these charges on the basis of super area of the Apartment.
9. **THAT** the timely **payment of installments** as per the Payment Plan shall be the essence of this transaction. It shall be incumbent on the intending Allottee(s) to comply with the terms of payment and other terms and conditions of allotment. In case, at any stage, the intending Allottee(s) seeks cancellation of allotment and/or refund of the amount deposited by him, the Company may, at its discretion forfeit the booking/registration amount or the Earnest Money, as the case maybe. In case, the delay in payment of installment is up to 90 days the intending Allottee(s) shall be liable to pay interest, calculated from the due date of the outstanding amount @ 18% p.a. compounded quarterly. However, in case the intending Allottee(s) fails to pay any installment(s) with interest within **90 days**, from due date, the Company

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Sole / First Applicant

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Second Applicant

shall have the right to cancel the allotment and forfeit the entire amount of Earnest Money / Registration Amount as defined in 'Para 10' hereunder and the intending Allottee(s) shall be left with no right or lien on the said Apartment. The amount paid, if any, over and above the Earnest Money shall be refunded by the Company without interest after adjustment of interest accrued on the delayed payment(s), if any, brokerage paid and /or any other charges due from the intending Allottee(s).

10. **THAT** the **Earnest Money** shall be deemed to be 20% of the total consideration of the Apartment.
11. **THAT** the Basic Sale Price of the Apartment is exclusive of External Development Charges (EDC) and Infrastructure Development Charges (IDC). The intending Allottee(s) agrees to pay EDC @ Rs. 298/- per sq. ft. & IDC @ Rs. 33/- per sq. ft. of the super area of the Apartment apart from the Basic Sale Price as per the payment plan opted by the intending Allottee(s). However, in case the same are revised by the Govt./Statutory Authorities by whatever names called or in whatever form demanded the same shall be payable by the intending allottee(s) on pro rata basis.
12. **THAT** the Intending Allottee(s) agrees and undertakes to pay towards Electricity, Water and Sewerage connection charges. That the Intending Allottee(s) further undertakes to pay additionally to the Company/Maintenance Agency on demand the actual cost of electricity and water consumption charges and/or any other charges payable in respect of the Apartment.
13. **THAT** all taxes and statutory levies presently payable, except EDC/IDC, in relation to land comprised in “**Vistas**” Sector 70, Gurgaon Haryana have been included in the price of the Apartment. However, in case of any further increase and/or any fresh tax and/or levy such as service tax, property tax, cess, duty, etc. imposed by the Government or any other Statutory Authority, the same shall payable by the Allottee(s) on pro-rata basis.
14. **THAT** possession of the Apartment shall be offered by the Company to the Allottee(s) within 36 months from the date of signing of the Agreement to Sell subject to Force Majeure circumstances and upon registration of Sale Deed provided all amounts due and payable by the intending Allottee(s) as provided herein have been paid to the Company. It is, however, understood between the Parties that various Towers comprised in the Complex may be ready and completed in phases and handed over to the allottee(s) accordingly. The Company shall be entitled to reasonable extension in delivery of possession of Apartment to the allottee(s) in the event of any default or negligence attributable to the Allottee(s)' fulfillment of terms and conditions of the Agreement to Sell. The intending Allottee(s) shall not raise any objection or make any claim or default on account of inconvenience, if any, which the intending Allottee(s) may suffer due to any development/construction activities or other incidental/related activities in the Complex.
15. **THAT** the intending allottee(s) may at its option raise finances or loan for purchase of the Apartment. However, responsibility of getting the loan sanctioned and disbursed as per Company's payment schedule shall rest exclusively on the Allottee(s). However, in the event of the allottee's loan not being disbursed, sanctioned or delayed on any count whatsoever, the payment to the Company as per payment schedule opted by the allottee(s) shall not be delayed by the allottee(s).
16. **THAT** if for any reason the Company is not in a position to allot the Apartment applied for, the Company shall be responsible either to consider allotment of an alternative property or refund of the amount deposited along with simple interest @ 10% p.a. However, the Company shall not be liable to pay to the intending allottee(s) any other charge, damage or compensation on this account.
17. **THAT** allotment made by the Company shall be deemed to be provisional and the Company shall have the right to effect suitable alterations in the layout plan, if and when found necessary. Such alterations may include change in Super Area, Layout Plan, Floor, Block and number of the Apartment, number of tower, and increase / decrease in the area of Apartment. **That** the opinion of Company's Architects on such changes will be final and binding on the Allottee(s). If there is any increase/decrease in the Super Area of the Apartment or an Apartment becomes preferentially located or ceases to be preferentially located, revised price and/or PLC shall be payable /adjustable at

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Sole / First Applicant

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Second Applicant

the original rate at which the Apartment has been booked for allotment. Further, in such cases all charges including but not limited to EDC, IDC, PLC, Maintenance Charges, IFMSD, etc shall be payable by the intending allottee(s) on the basis of Super Area of the Apartment determined at the time of issuance of notice of possession. Such changes, if any, shall be intimated to the intending allottee(s) at the time when notice of possession of the Apartment is issued by the Company.

18. **THAT** the specifications of the Apartment are subject to change as necessitated during construction. In such an event, material of equally good quality shall be used by the Company.
19. THAT the Company reserves the right to suitably amend the terms and conditions of allotment as specified herein in the light of any condition or restriction imposed by any authority/agency as part of any approval of plans, sanctions, drawings etc. or otherwise on account of any change in applicable laws, rules or guidelines of the regulatory authority.
20. **THAT** after completion of the Apartment and receipt of full consideration, stamp duty charges and other charges, if any payable by the intending Allottee(s), Sale Deed shall be executed in favour of the intending Allottee(s) on the format provided by the Company. All expenses towards execution of Sale Deed shall be borne by Allottee(s). It is understood by the Intending Allottee(s) that no proprietary right in relation to the Apartment shall vest in the Allottee(s) until a Sale Deed is executed and registered in his favour along with handing over of possession and the Company shall continue to be the owner of the constructed Apartment till then. The Company shall have the first lien and charge on the Apartment for all its dues that may become due and payable by the allottee(s) to the Company. That the Allottee(s) undertakes to remain present before the registering Authority at the time of Registration of the Sale Deed. Further, the intending allottee(s) undertakes that the he/she shall in due course cause the Deed of Apartment registered in his/her name as enjoined by Haryana Apartment Ownership Act, 1983 and the Rules notified thereunder.
21. **THAT** subject to Force Majeure events as detailed in the Agreement to Sell, the Company would pay to the Allottee(s) @ Rs. 5/- per sq. ft. per month of Super Area as compensation for any delay in offering possession of the apartment beyond the period stipulated in clause 14.
22. **THAT** the intending Allottee(s) shall clear his dues including stamp duty charges payable towards registration and execution of the sale deed within 30 days of issuance of notice of possession. The actual physical possession of the Apartment shall be handed over to the Allottee(s) within 21 days of clearance of all dues as stipulated in the offer of possession letter. In case the intending Allottee(s) fails to take over actual physical possession of the apartment within 21 days of clearance of dues as demanded by the Company, the intending Allottee(s) shall be deemed to have taken possession of the apartment. In such a case the Company shall not be responsible for any loss or damage to the finishes / fittings / fixtures in the apartment caused due to failure of the intending Allottee(s) to take possession within the stipulated time. Further holding charges @ Rs. 5/- per sq. ft. per month of Super Area of the apartment and the maintenance charges as demanded by Company / Maintenance Agency shall also be payable by the intending Allottee(s) in case of failure to take possession of the apartment within the time period mentioned herein. However in case the intending Allottee(s) fails to clear his dues within 21 days of issuance of offer of possession letter, the possession of the apartment shall not be handed over to the intending Allottee(s) and the intending Allottee(s) shall be deemed to be in default of payment as per the payment plan opted by the intending Allottee(s) and all such consequences as are stipulated herein for default in payments shall ensue including but not limited to the cancellation of allotment along with payment of maintenance charges demanded by the Maintenance Agency/Company and holding charges as aforesaid.
23. **THAT** the intending Allottee(s) shall also sign and execute a Maintenance Agreement for upkeep and maintenance of the common areas, services, facilities & installations of the Complex as more specifically described in the Maintenance Agreement. The said Agreement shall spell out in detail the services and facilities in the Complex and required to be maintained by the Maintenance Agency.
24. **THAT** for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the

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Sole / First Applicant

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Second Applicant

Apartment), the intending Allottee(s) shall pay in advance the maintenance charges to the Maintenance Agency/Company at the rate determined by the Company or the Maintenance Agency at the time of issuance of notice of possession for a period of two years in advance. That the intending Allottee shall pay Club Membership & Registration Charges as per the prevailing rates at the time of booking. This Club may be developed simultaneously with or after development of the Complex.

25. **THAT** in addition to the payment of maintenance charges, the Allottee(s) shall pay Interest Free Maintenance Security Deposit @ Rs. 50/- per sq. ft. of Super Area of the Apartment. This Security Deposit / Fund shall be utilized for replacement, refurbishing, major repairs of plants; machinery, etc. installed in the said Complex or towards defrayment of expenses necessitated by any unforeseen occurrence involving expenditure in relation to the Complex. However, on formation of the "Association of Residents" the balance fund available in this Account after adjustment of unpaid maintenance dues of the Apartment Allottee(s), if any, shall be remitted to the Association when the maintenance of the Complex is handed over to the Association.
26. **THAT** the Company shall provide Fire Safety measures in the Complex as per existing Fire Safety Code/Regulations, and in case of any subsequent legislation, Government order or directive or guidelines, or if deemed necessary by the Company, if any further Fire Safety means are required to be provided, the intending Allottee(s) shall pay for the same, on pro-rata basis.
27. **THAT** the intending Allottee(s) may get the name of his/her nominee substituted in his/her place, with prior approval of the Company, provided the intending Allottee has paid at least 30% (thirty percent) of the total consideration of the Apartment and cleared all dues payable till that date and on such conditions/ guidelines/charges as are or may be applicable from time to time in such cases.
28. **THAT** the intending Allottee(s) shall get his/her complete address registered with the Company at the time of booking and it shall be his/her responsibility to inform the Company by Registered letter about all subsequent changes, if any, in his/her address, failing which all demand notices and letters posted at the earlier registered address shall be deemed to have been received by him/her at the time when those should ordinarily reach such address and the Intending Allottee(s) shall be liable and responsible for any default in payment and/or other consequences that might accrue therefrom.
29. **THAT** the intending Allottee(s) undertakes to abide by all laws, rules and regulations including the **Haryana Apartment Ownership Act, 1983** and the rules framed thereunder or any other law as may be applicable or made applicable to the said Apartment/Complex.
30. **THAT** wherever required the Allottee(s) shall comply with all legal requirements for purchase of immovable property after execution of the Apartment Buyers Agreement and sign all requisite applications, forms, affidavits, undertakings etc. as may be required for the purpose.
31. **THAT** the allotment of the Apartment applied for is at the discretion of the Company and the Company has the right to reject any offer/application without assigning any reason.
32. **THAT** Gurgaon Courts shall have the jurisdiction in all matters arising out of and/or concerning this transaction.

***I/We** the applicant(s) herein declare that the above terms and conditions have been read and understood by me/us and the same are acceptable to me/us.*

(Sole Allottee)

(Second Allottee)

Place:.....

Date:

ANNEXURE - A
PAYMENT PLANS

ANNEXURE - B SUPER AREA

That the term 'Super Area' shall mean and include the covered area, verandah and balcony (including utility balconies), inclusive of the area under periphery walls, area under the columns and walls, area utilized for services, viz. staircases, decks, cupboards, lofts, circulation area with corridor, passage and staircase, lifts, shafts (electric, fire, plumbing,), service ledges on all floors, common corridors and passages, stair houses and machine rooms, lobbies and refuge areas, shared area of walls common with other premises/Apartments, which shall form integral part of the said Apartment. The common area shall mean all such areas which the Allottee(s) shall use by sharing with other occupants.

That it is made clear that calculation of Super Area shall not include the following:

- Convenience Shops and sites for shops, if any.
- Sites/buildings for community facilities, amenities like Schools, Clubs, Community Centre(s), Health Centre(s), Spa(s), Gymnasiums, if any.
- Roof/top terraces above Apartments, over head tanks, underground tanks, pump room, boundary wall, guard room and garbage dumps.
- Covered parking area to be allotted to Apartment Allottee(s) at basement level for their exclusive use
- Open and reserved car parking area in and around the Buildings in the Complex.

As per terms and conditions of allotment, the Super Area indicated in the Agreement to Shall remain tentative and is used for computation of sale price in respect of the said Apartment only and shall not give any right, title or interest to the intending Allottee(s) in common areas except the right to use the same by sharing with other occupants/Allottee(s) of the said building subject always to terms and conditions of the maintenance agreement executed by the intending Allottee(s) with the Maintenance Agency.



Gurgaon: Unitech Signature Towers, Level - 1, South City - 1, N.H. - 8, Gurgaon - 122001. Tel.: +91 124 4552000
E-mail: sales@unitechgroup.com Website: www.unitechgroup.com

Noida Sales Office: Unitech Limited, Grande Pavillion, Sector-96, Express Way (Near Amity Management School),
Noida - 201305. Tel: +91 120 3211534
