

NirvanaCountry

APPLICATION FORM

UNITECH LIMITED

SIGNATURE TOWERS
GROUND FLOOR
SOUTHCITY
NH8, GURGAON
PIN-122001

Dear sir/s,

I/We request that I/We may be registered for allotment of a residential Built-up House in your Colony "Nirvana Country" (hereinafter referred to as "ESPACE") being developed in Sector 49, 50 & 57 Gurgaon, Haryana.

I/We agree to sign and execute, Buyers Agreement on the Company's standard format as and when required by the Company, and I/We agree to abide by the terms and conditions of sale Agreement as laid down herein.

I/We herewith remit a sum of **Rs.**
(Rupees.

..... Only). through Bank Draft/Cheque
No. Dated
Drawn on Bank, being the
Registration money.

Earnest Money shall be 20% of the Total Amount Payable as agreed herein below.

I/We further agree to pay installments as per the payment plan opted by me/us and annexed hereto:-

FIRST APPLICANT

Mr./Mrs./Ms.

Date of Birth

Marriage Anniversary

Occupation :Govt. Service ()
Private Service ()
Self Employed Professional ()
Self Employed (Business/Industry) ()
Others ()

Residential status :

Resident/Non-Resident/Foreign National of Indian Origin

Nationality:

S/W/D of:

Mailing Address:

..... Pin

Telephone :Office

Residence

STD Code

Mobile

E-mail :

Fax :

Permanent Address:

.....

..... Pin

Phone STD Code

PAN:

Ward/ Circle/Range (where assessed):

.....

Office Name & Address:

.....

.....

SECOND APPLICANT

Mr./Mrs./Ms.

Date of Birth

Marriage Anniversary

Occupation :Govt. Service ()

Private Service ()

Self Employed Professional ()

Self Employed (Business/Industry) ()

Others ()

Residential status :

Resident/Non-Resident/Foreign National of Indian Origin

Nationality :

S/W/D of:

Mailing Address :

.....

..... Pin

PAN:

Ward/ Circle/Range (where assessed):

.....

Office Name & Address:

.....

.....

Telephone :Office

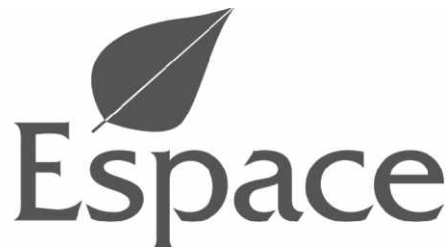
Residence

STD Code

Mobile

E-mail :

Fax :



NirvanaCountry

Provisional Registration :

- (i) House No
- (ii) Block:
- (iii) Type
- (iv) Super Built-up Area sq.ft.
(Approx.) (sq.mtrs.)
- (v) Specifications Universal / International

***Payment plan opted: A/B**

Payments

- (a) Basic Price Rs.....
- (b) Club Membership Registration Charges Rs.....
- Total Amount Payable Rs.....

I/We, the above applicant(s) do hereby declare that the above particulars/information given by me/us are true and correct and nothing has been concealed there from.

Signature(s) Signature(s)
(First/Sole Applicant) (Second Applicant)

Date:.....

Date:

FOR OFFICE USE ONLY

- (i) Application : Accepted / Rejected
- (ii) Provisional Registration of property:
 - (a) Built up House No.
 - (b) Block Type
 - (c) Plot Areasq. yards (.....sq. mts.)
 - (d) Built-up Areasq.ft. (.....sq. mts.)
 - (e) Basic Price Rs.....
 - (f) Club Membership Registration Charges Rs.....
- (iii) Total Price Payable Rs.....
Rupees
.....Only
- (iv) Specifications Universal / International
- (v) Payment Plan: A/B
- (vi) Type of account: SB/CA/NRE
- (vii) Registration / Earnest Money Received vide
R/No.....
Date Rs.....
(Rupees)
- (viii) Mode of booking
- (ix) Special instructions/comments

(Authorised Signatory)

***Notes :**

- (i) Plan (A) Down Payment Plan. Plan (B) Time Linked Installment plan.
- (ii) All Cheques / Drafts to be made in favour of "UNITECH LIMITED NIRVANA COUNTRY SALES A/c" payable at NEW DELHI only.



NirvanaCountry

TERMS & CONDITIONS FOR REGISTRATION FOR ALLOTMENT OF BUILT-UP HOUSE IN “ESPACE” AT NIRVANA COUNTRY, SECTOR 49, 50 & 57, GURGAON.

Terms and Conditions

1. **THAT** the intending allottee(s) has applied for registration for allotment of the said Built-up House, in “ESPACE” with full knowledge of laws, notifications and rules applicable to this area.
2. **THAT** the intending allottee(s) has fully satisfied itself about the interest and title of the Company in the land comprised in the house.
3. **THAT** the intending allottee(s) shall pay to the Company the total consideration (Total Price Payable) as per the payment plan annexed hereto.
4. **THAT** the intending allottee(s) shall pay in respect of the House the basic price and other charges on the basis of “Super Area” which shall mean and include the covered area, Verandah and Balcony, inclusive of the area under periphery walls, area under the columns and walls, area utilized for staircases, walls, passages, mummy and utility areas.
5. **THAT** the time of 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 and sale. In case, the payment of any installment is delayed, the intending allottee(s) shall be liable to pay interest, calculated from the due date of the outstanding amount, @18% p.a. compounded at the time of every quarter. However, if the intending allottee(s) fails to pay any installment(s) with interest within 90 days, from due date, the Company shall have the right to forfeit the entire amount of Earnest/Registration money deposited by the intending allottee(s) and in such a case the allotment of the said House, shall stand cancelled and the intending allottee(s) shall be left with no right or lien on the said House. The amount paid, if any, over and above the Registration/Earnest money shall be refunded by the Company without interest after adjustment of interest accrued on the delayed payment(s), if any, due from the intending allottee(s).
6. **THAT** basic price of the House is firm.
7. **THAT** the Total Price Payable is inclusive of the external development charges (EDC) for external services to be fixed by the Haryana Govt. In the event of any increase in the External Development Charges, in future, the same shall be payable by the intending allottee(s) proportionately as and when demanded by the Company.
8. **THAT** all taxes and statutory levies presently payable in relation to land comprised in “NIRVANA COUNTRY” Colony have been included in the price of the House. However, in case, any further tax/charges are imposed, by the Govt. or other Statutory Authorities, the same shall be payable by the allottee(s) proportionately on demand by the Company.
9. **THAT** if for any reason the Company is not in a position to allot the House applied for, the Company shall be responsible only to consider allotment of an alternative property or refund of the amount deposited with simple interest at the rate of 10% per annum. However, the Company shall not be liable for any compensation on this account.
10. **THAT** the Company shall have the right to effect suitable and necessary alterations in the layout plan, if and when found necessary. Such alterations shall be binding on the Purchaser(s). The alterations may include change in location, number, boundaries and area of the said premises. Further, if there is any increase or decrease in the built-up area of the said Premises, such change in area shall inter-alia entail proportionate increase or decrease in the sale consideration of the house at the rate of Rs. 1250/- per Sq. ft. for the difference in the area so caused. To implement any such change and if considered necessary a supplementary agreement, may be executed with the allottee(s).
11. **THAT** the specifications of the House are subject to change as necessitated during construction. In such an event material of equally good quality shall be used.
12. **THAT** after completion of House, and receipt of full consideration, stamp duty, or other charges payable by the intending allottee(s), the conveyance deed shall be executed in favour of the intending allottee(s). Presence of the allottee(s) is required before the registration Authorities and the intending allottee(s) shall make himself /herself/themselves available for the purpose.
13. **THAT** possession of the House shall be taken over by the allottee(s) after execution of the conveyance deed.
14. **THAT** the Company would pay to the Allottee(s) a charge @ Rs. 4/- per sq. ft. per month for any delay in offering possession of the House beyond the period stipulated in the Buyers Agreement for delivery of possession.
15. **THAT** the intending allottee(s) shall take possession of the House within 30 days from the date of final notice of possession, failing which the intending Allottee(s) shall be deemed to have taken possession of the House. In such a

case the Company shall not be responsible for any loss or damage to the finishes/ fittings/ fixtures in the House, occasioned due to failure of the allottee(s) to take possession within the stipulated time. Besides, holding charges @ Rs. 4/- per sq. ft. per month and the maintenance charges, as determined by the Company/Maintenance Agency, shall also be payable by the deemed possession.

16. **THAT** the intending allottee(s) shall also sign and execute a separate agreement for upkeep and maintenance of the common areas and services and facilities & installations of the complex, more specifically described in the Maintenance Agreement. The said Agreement shall spell out in detail the services and facilities to be provided and maintained in relation to the House.
17. **THAT** the intending allottee(s) shall pay maintenance charges for maintenance of various common services and facilities (excluding internal maintenance of the House) in the complex / colony, as determined by the company or its nominated agency until those services are handed over to the Association of Residents. The maintenance charges shall be payable in the manner as stipulated in the Maintenance Agreement.
18. **FURTHER**, in addition to the payment of maintenance charges, the Allottee(s) shall pay a Contingency Deposit and an Interest Free Maintenance Security (IFMS) for maintenance of common services and facilities. The IFMS shall be @ Rs. 250/- per sq. yd. of the total Plot area.
19. **THAT** the possession of the House shall only be transferred after the entire sale consideration and other charges including Stamp duty and/or other related charges have been paid to the Company and the Conveyance Deed has been executed in favour of Allottee(s).
20. **THAT** the Company shall have the first lien and a paramount charge on the House until the entire Sale Consideration and other charges have been paid and all legal formalities are completed.
21. **THAT** the operation and maintenance of the Power Supply Systems and the Power Back Up Systems shall be the responsibility of the concerned maintenance agency and the Company shall not be liable for any default on their part to provide the same. The Liability of the Company in respect of Power Supply and Power Backup is limited to installation of requisite equipments.
22. **THAT** the intending Allottee(s) is entitled to 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% of the total Sale

Consideration to the Company, who may in its discretion permit the same on such conditions as it may deem fit and proper and as per the guidelines issued by the local Authorities, if any, in this regard.

23. **THAT** the intending Allottee(s) shall get his/her complete address registered with the Company at the time of Registration and it shall be his/her responsibility to inform the Company by registered AD letter about all subsequent changes, if any, in his/her address, failing which all demand notices and letters posted at the earlier registered address will be deemed to have been received by him/her at the time when those should ordinarily reach such address. Intending allottee(s) shall be responsible for any default in payment and/or other consequences that might accrue there from.
24. **THAT** the intending allottee(s) undertakes to abide by all the laws, rules, regulations, byelaws, guidelines & instructions issued by the Government or other authorities and made applicable to the said House complex/colony.
25. **THAT** the intending Allottee(s) shall solely be responsible for compliance with all applicable laws, notifications, guidelines, etc. for purchase of immovable property in India.
26. **THAT** the allottee(s) shall comply with all legal requirements for purchase of immovable property wherever applicable, after execution of the Buyers Agreement and sign all requisite applications, forms, affidavits, undertakings etc. required for the purpose.
27. **THAT** the allotment of House is the discretion of the company and the company has a right to reject any offer/application.
28. **THAT** Gurgaon Courts alone shall have the jurisdiction in all matters arising out of and/or touching or concerning this transaction.

I/we, the above applicants do hereby declare that the above particulars/information given by me/us are true and correct to the best of my knowledge and nothing has been concealed therein.

I/We also declare that the above terms and conditions have been read/understood and the same are acceptable to me/us.

(Signature of the Intending Allottee(s))



Espace

NirvanaCountry



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