# APPLICATION FORM

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The Close at NIRVana Country everything good is glosed

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## UNITECH LIMITED

SIGNATURE TOWERS GROUND FLOOR SOUTHCITY-1 NH8, GURGAON PIN-122001

Dear Sir/s,

I/We request that I/We may be registered for allotment of a residential Apartment in proposed complex, **THE CLOSE**, in Nirvana Country in sector 49, 50 & 57 Gurgaon, Haryana.

I/We agree to sign and execute, as and when required by the Company, Buyers Agreement and/or such other document(s), on the Company's standard format and I/We agree to abide by the Terms and Conditions of Sale.

I/We herewith remit a sum of <b>Rs.</b>	
(Rupees	
· · ·	

through Bank Draft/Cheque			
No	Dated	in favour	
of Unitech Limited The Close Sales A/c			

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

#### FIRST APPLICANT

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Mr./Mrs./Ms. Marital Status ..... Age ...... Major/Minor..... Occupation: Govt. Service ( ) Private Service Self Employed Professional ( ) ( ) ( ) Self Employed (Business/Industry) Others ( ) Name of the Company/Office ..... ..... Address of the Company / Office ..... ..... Designation ..... **Residential Status :** Resident/Non-Resident/Foreign National of Indian Origin/ Others ...... (Please specify)

Nationality: ..... S/W/D of : ..... Mailing Address: .....

..... Pin .....

Telephone : STD Code			
Residence			
Office			
Fax			
Mobile			
E-mail			
Permanent Address:			
Pin			
Phone STD Code			
PAN.:			
Ward/Circle/Range (where assessed):			

# SECOND APPLICANT

Mr./Mrs./Ms.		
Marital Status		
Age Major/Minor	•••••	
Occupation: Govt. Service		)
Private Service	(	)
Self Employed Professional	(	)
Self Employed (Business/Industry)	(	)
Others	(	)
Name of the Company/Office		
1 ,		

Address of the Company / Office .....

Designation
Residential Status: Resident/Non-Resident/Foreign National of Indian Origin/
Others (Please specify)
Nationality:
S/W/D of :
Mailing Address:
Pin
Telephone : STD Code Residence Office Fax
Mobile
E-mail
Permanent Address:
Pin
Phone STD Code
PAN.:



Ward/Circle/Range (where assessed): .....

## Provisional Registration :

(i)	Apartment No.:
(ii)	Tower/Block/Building No.:
(iii)	Floor
(iv)	Туре
(v)	Super Area

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(v)	Super Area	
(vi)		Sq.ft. (Approx.)
	(	Sq.mts. Approx.)

## Parking Options:

(i)	Surface Parking	
(ii)	Covered Parking	
Pro	perty Applied For:	
(i)	Universal Specification	( )
(ii)	International Specification	( )
	*Payment plan opted:	A/B
Am	ount Payable	
(a)	Basic Price	Rs
(b)	External Development Charges (EDC)	Rs
(C)	Preferential Location Charges (PLC)	Rs
(d)	Surface / Covered Car Parking Space Charges	Rs
(e)	Other Charges (if any, Pls. Specify)	Rs
TO	TAL PRICE PAYABLE:	Rs

Add: Club Membership Registration Charges 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.

# FOR OFFICE USE ONLY

(i)	Арј	olication :	Ac	cepted/Rejected
(ii)	ii) Provisional Registration of property:			
	(1)	Apartment No.:		
		Block: Floo		
	$\langle 0 \rangle$	Туре		
	(2)	Super Area sq.		
	(3)	Terrace Area		
	(3)			
	(4)	Specifications	Universa	l/International
	(5)	Basic Rate		Rs
	(6)	PLC Rate		Rs
Net	Rate			Rs
Bas	ic Pr	ice		Rs
Exte	ernal	Development Charges (ED	C)	Rs
Sur	face	Covered Car Parking Space	Charges	Rs
Pret	feren	itial Location Charges (PLC)		Rs
Oth	ner C	harges (if any, Pls. Specify)		Rs
TOTAL PRICE PAYABLE:			Rs	
Add			_	
	Clu	b Membership Registration	Charges	;Rs
TO	TAL	AMOUNT PAYABLE:		Rs
(iii)	Pay	ment Plan:		A / B
(iv)	Тур	be of account:		SB/CA/NRE
(v)	(v) Earnest Money Received vide R/No			
		te		
	(Rupees			
)				
(vi)	(vi) Mode of booking			
(vii) Special instructions/comments				

#### Signature(s)

(First Sole Applicant) Date: ..... (Second Applicant) (Authorised Signatory)

Date: .....

#### \*Notes:

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

The Close.



## GENERAL TERMS & CONDITIONS FOR REGISTRATION FOR ALLOTMENT OF AN APARTMENT IN "THE CLOSE" IN NIRVANA COUNTRY, SECTOR 49, 50 & 57, GURGAON.

- THAT the intending Allottee(s) has applied for registration for allotment of an Apartment in "THE CLOSE" in Nirvana Country, Sector 49,50,57, Gurgaon, with full knowledge of laws, notifications and 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 comprised in Nirvana Country.
- **3. THAT** the intending Allottee(s) shall pay to the Company the consideration, as per the payment plan **annexed** hereto.
- 4. THAT the intending Allottee(s) shall pay the basic price and other charges on the basis of "*Super Area*" which shall mean and include the covered area, inclusive of the area under periphery walls, area under the columns and walls, area utilized for the Services viz. area under staircases, circulation area, walls, lifts, shafts, passages, corridors, lobbies and refuge areas.
- THAT for preferentially located apartment, extra charges (PLC) shall be payable by the intending Allottee(s).
- 6. 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 quarterly. 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 apartment shall stand cancelled 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 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)

- 7. That Earnest Money shall be deemed to be 20% of the Total Amount Payable.
- 8. THAT basic price of the Apartment is firm.
- 9. THAT the intending Allottee(s) shall also pay External Development Charges (EDC) @ Rs. 104/- (Rupees One Hundred Four Only) per sq. ft. (approx.) as presently applicable, and / or as may be revised from time to time by the Govt./Statutory Authorities.
- **10. THAT** all taxes and statutory levies presently payable in relation to land comprised in Nirvana Country have been included in the price of the Apartment. However, in case, any further increase and / or levy of any fresh tax, charges, cess, duty etc., by the Govt. or other statutory Authorities, the same shall be payable by the Allottee(s) proportionately on demand by the Company.
- **11. THAT** if for any reason the Company is not in a position to allot the apartment applied for, the Company shall be responsible only to consider allotment of an alternative property or refund of the amount deposited along with interest at the rate of 10% per annum. However, the Company shall not be liable for any damages or compensation on this account.
- 12. THAT 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 the Floor, Block and number of the apartment. To



implement any such change and if considered necessary a supplementary agreement, may be executed with the Allottee(s). Further, if there is any increase/decrease in the super area of the Apartment, revised price will be payable/adjustable at the original rate at which the apartment has been booked for sale.

- **13. 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.
- 14. THAT after completion of Apartment 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/themselves available for the purpose.
- **15. THAT** possession of the Apartment shall be taken over by the Allottee(s) after execution of the conveyance deed.
- 16. THAT the Company would pay to the Allottee(s) amount @ Rs. 5/- per sq. ft. per month for any delay in offering possession of the apartment beyond the period stipulated in the Apartment Buyers Agreement for delivery of possession.
- 17. THAT the intending Allottee(s) shall take possession of the Apartment 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 Apartment. In such a case the Company shall not be responsible for any loss or damage to the finishes/ fittings/ fixtures in the Apartment, occasioned due to failure of the Allottee(s) to take possession within the stipulated time. Besides, holding charges @ Rs.5/- per sq. ft. per month and the maintenance charges, as determined by the Company / Maintenance Agency, shall also be payable by the Allottee(s) till such time the Allottee(s) takes physical possession of the Apartment.

- **18. 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 Apartment.
- 19. THAT as and when required, the intending Allotte(s) will sign and execute all other Papers, documents etc. and / or for the purpose of obtaining Electricity connection, Power Back-up facility, etc.
- **20. THAT** the intending Allottee(s) shall pay **maintenance charges** for maintenance of various common services and facilities (excluding internal maintenance of the apartment) in the complex, 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 executed by the Allottee(s).
- 21. Further, in addition to the payment of maintenance charges, the Allottee(s) shall pay an Interest Bearing Maintenance Security (IBMS) @Rs.75/- per sq.ft. towards creation of a "SINKING FUND". The Security Deposit and / or the interest earned by the Company from this "SECURITY DEPOSIT", shall be utilized towards cost of replacement, refurbishing, major repairs of the plants and equipment etc., installed in the said complex or towards any unforeseen contingency occurring in future. However, on formation of the "Association of Residents" the balance fund available in this Account shall be remitted to the Association as mutually agreed to.
- 22. THAT the Company shall provide Fire Safety measures as per existing Fire Safety Code/Regulations. If, due to any subsequent legislation, Government order or



directive or guidelines, or if deemed necessary by the Company, any further fire Safety means are required to be provided, the intending Allottee(s) shall pay for the same, on pro-rata basis.

- **23. 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, 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.
- 24. 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 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 arise therefrom.
- 25. THAT the intending Allottee(s) undertakes to abide by all the laws, rules and regulations including the Haryana Apartment Ownership Act, 1983 or any other law as may be made applicable to the said apartment/complex.
- **26. 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.

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- **27. THAT** the Allottee(s) shall comply with all legal requirements for purchase of immovable property wherever applicable, after execution of the Apartment Buyers Agreement and sign all requisite applications, forms, affidavits, undertakings etc. as required for the purpose.
- **28. THAT** the company has the discretion to allot the apartment & it has a right to reject any offer or application for allotment.
- **29. 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 applicant(s) do hereby declare that the above particulars/information given by me/us are true and correct to the best of my/our knowledge and nothing has been concealed therein.

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

(Signature of the intending Allotee(s)) Date: .....

he Close.



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**UNITECH LIMITED:** Unitech Signature Towers, South City-I, NH-8 Gurgaon - 122 001. Tel.: 91-124-408 2020 Fax: 91-124-408 3355 **DELHI: UNITECH LIMITED**, 6, Community Centre Saket, New Delhi -110 017. Tel.: 91-11-4166 4040, Fax: 011-2685 7338



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