



M/s Unitech Realty Pvt. 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 to be known as "Uniworld Gardens II", proposed to be developed by Unitech Realty Pvt. Ltd. (hereinafter referred to as the 'Company') on a parcel of land admeasuring approximately 12.796 acres (51783.49 sq. mtrs. approx.) situated in Sectors 47, Gurgaon, Haryana.

I/We 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 as prescribed, on the format provided by the Company.

I/We also agree and undertake to abide by the **General Terms & Conditions** for registration of provisional allotment of Apartment in "**Uniworld Gardens II**", as contained in this application which I/We have read and completely understood.

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							
(Rupees) by Bank Draft/Cheque No. dated							
I/We agree to pay as per the "Payment Plan" opted by me and annexed hereto as Annexure 'A'.							
1.SOLE / FIRST APPLIC (Compulsory to fill all the	CANT e details along with a passport size photograp	ph)					
Mr/Ms			Photograph of				
s/w/d of	Sole/ First Applicant						
Age	Guardian's Name (In case of minor)						
Nationality							
Occupation:							
Service()	Professional ()	Business ()					
Student()	House wife ()	Any other					
Resident Status:							
Resident()	Non Resident ()	Foreign National of Indian Ori	gin()				
Others (Please	Specify)						
Mailing Address :							
	Country						
Pin	e-mail						
Tolo No	Fay No	Mobile No					

Permanent Address :		
		Pin
	•	Mobile No
Office Address :		
State	Country	Pin
Tele No	Fax. No	
Income Tax Permanent Account No (F	PAN)	
Ward / Circle / Special Range		
(Place where assessed to Income Tax	()	
2. SECOND/JOINT APPLICANT		
Photograph of Second Applicant		
Mr./Ms.		Photograph of
s/w/d of		Sole/ First Applicant
Age		
Guardian's Name (In case of minor)		
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:		
	-	
		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)						
	PARKING(S): COVERED / OPEN VISIONAL REGISTRATION:					
(1)	Unit No					
(2)	Floor					
(3)	Tower					
(5)	Type					
(6)	SuperAreaSq.Mts.	(appx.) (
(7)	Terrace Area Sq.Mts.	(appx.) (
	IENT PLAN: CASH DOWN / CONSTRUCTI UNT PAYABLE:	ON LINKED INSTALLMENT PLAN				
(i)	Basic Sale Price	Rs				
(ii)	Preferential Location Charges (if applicable)	Rs				
(iii)	Interest Free Maintenance Security Deposit	Rs				
(iv)	Car Parking Space	Rs				
(v)	Club Membership & Registration Charges	Rs				
(vi)	Other charges, if any	Rs				
	TOTAL PAYABLE	Rs				
DECL	ARATION:					
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 Details of Price and Payment Plan in Annexure A 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 levies to be charged or imposed by the Govt/statutory authorities till the date of possession of the Apartment. I/We agree to abide by the terms and conditions of this Application 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	d:					
Note:						
1)						
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).

 $Applications \ not \ accompanied \ by \ photographs \ of \ the \ applicants \ shall \ be \ considered \ as \ incomplete.$

3)

- 4) Documents required at the time of Booking.
 - 1. Booking amount cheques/drafts
 - 2. PAN No. & copy of PAN Card / Undertaking
 - 3. For companies: Memorandum & Articles of Association and certified copy of Board Resolution For partnership firm: Copy of partnership deed, firm registration certificate, consent/authorisation from all the partners
 - 4. For foreign nationals of Indian origin: Passport photocopy /funds from NRE /FCNRA/c
 - 5. For NRI: Copy of passport & payment through NRE /NRO A/c
 - 6. Two photographs of each allottee
 - 7. Address / Identity proof: Photocopy of Electoral Identity card / Ration card / Driving License/ Passport/ Gas Connection/ Bank Passbook attested by Bank Manager

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1. 2.		lication : Accepted / Rejected	d
	Unit	No	
	Floo	r No	
	Tow	er No	
	Туре	.	
	No.	of covered car parking/s	
	No.	of surface car parking/s	
	Back	k to Back parking	
	Sup	erAreaSq.Mts.(appx.)(Sq.ft. appx.)
	Terra	ace AreaSq.Mts.(appx. (Sq.ft. appx.)
3.	(i)	Basic Sale Price	Rs
	(ii)	Preferential Location Charges (if applicable)	Rs
	(iii)	Interest Free Maintenance Security Deposit	Rs
	(iv)	Car Parking Space	Rs
	(v)	Club Membership & Registration Charges	Rs
	(vi)	Other charges, if any	Rs
		TOTAL PAYABLE	Rs
4.	Payı	ment Plan opted : CASH DOWN /	CONSTRUCTION LINKED INSTALLMENT PLAN
5.	Reg	istration Amount received vide R.No	Dated
	Rs	(Rupees	Only)
6.	No c	of Joint holders	
7.	Mod	: Broker (Please affix name with address, rubber stamp	(Ref. if any)
AUT		and Tele. No.): ZED SIGNATORY FOR THE COMPANY	

GENERAL TERMS & CONDITIONS FOR REGISTRATION OF ALLOTMENT OF APARTMENT IN "UNIWORLD GARDENS II" IN SECTOR 47, GURGOAN, HARYANA

- 1. **THAT** the intending Allottee(s) has applied for registration of allotment of an Apartment in "Uniworld Gardens II" proposed to be developed by the Company in Sector 47, 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 "**Uniworld Gardens II**" in Sector 47, Gurgaon is proposed to be developed.
- 3. **THAT** the intending allottee(s) is aware that the Licenses for the said project have been duly sanctioned. The intending allottee(s) is further aware that the zoning of the Complex is in the process of sanction where after building plans would follow.
- 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.
- 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 annexed herewith. 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 users, such as, shops, club, school, community facilities, health centre, SPA, etc., if any, developed by the Company in the Company solely at is own cost and expense shall always vest with the Company which shall have the sole and exclusive right and authority 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 services, and the Company shall have the absolute right and discretion to decide upon the user and the manner and methodology of their disposal.
- 6. **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 prices. All clauses of this Application and the Buyer's Agreement pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the parking spaces allotted, wherever applicable. The intending allottee(s) agrees that all such reserved car parkings allotted shall not form a part of common areas of the said Building/Complex for the purpose of the Declaration which may be filed by the Company under Haryana Apartment Ownership Act, 1983.
- 7. **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.
- 8. **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. However, in case 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 cancel the allotment and forfeit the entire amount of Earnest Money / Registration Amount as defined in 'Para 7' 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, and /or any other charges due from the intending Allottee(s). 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.
- 9. **THAT** the **Earnest Money** shall be deemed to be 20% of the total consideration of the Apartment.
- 10. **THAT** the basic price of the Apartment is inclusive of External Development Charges (EDC) and Infrastructure Development Charges (IDC) as presently applicable. 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 rate basis. Further, the Allottee(s) shall pay towards Electric Meter Installation charges etc. on demand by the Company.

- 11. **THAT** all taxes and statutory levies presently payable in relation to land comprised in **"Uniworld Gardens II"**, Sectors 47, 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 of service tax, property tax, charge, cess, duty, etc. imposed by the Government or any other Statutory Authority, the same shall be payable by the Allottee(s) on pro-rata basis.
- 12. **THAT** possession of the Apartment shall be offered by the Company to the Allottee(s) within 30 months from the date of signing of 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)'s fulfillment of Terms & Conditions of agreement to sell.
- 13. **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). In the event, 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).
- 14. **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, damages or compensation on this account.
- 15. **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 Apartments. **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 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 shall be intimated to the intending allottee(s) at the time when notice of possession is issued by the Company.
- 16. **THAT** the specifications of the apartment are subject to changes as necessitated during construction. In such an event, material of equally good quality shall be used by the Company.
- 17. **THAT** after completion of Apartment and receipt of full consideration 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 approved by the Company. All expenses towards execution of Sale Deed shall be borne by Allottee(s). That no proprietary right shall accrue to 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 apartment and also the construction 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.
- 18. **THAT** subject to Force Majeure events, 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 hereinabove as laid down in clause 10.
- 19. **THAT** the intending Allottee(s) shall clear all his dues including Stamp Duty charges within **30 days** from the date o issuance of notice of possession. The possession of the Apartment shall be handed over to the allottee(s) **21 days** thereafter clearance of all the dues. In case the allottee(s) fails to take over actual physical possession of the apartment within 21 days of clearance of all his dues, the intending Allottee(s) shall be deemed to have taken possession of the apartment and holding charges @ Rs.5/- per sq. ft. per month of the Super Area of the Apartment and maintenance charges, as determined by the Company/ Maintenance Agency, shall also be payable by the Allottee(s) from the date of offer of possession of the Apartment and the Complex.

- 20. **THAT** the intending Allottee(s) shall also sign and execute a separate document 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 to be provided and maintained in relation to the Apartment.
- 21. **THAT** for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the apartment) in the Complex, 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 for possession for a period of two years in advance. That the intending Allottee shall pay Rs. 40000/towards Club Membership & Registration Charges. This Club may be developed simultaneously with or after development of the Complex.
- 22. **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. The Security Deposit / Fund shall be utilized towards replacement, refurbishing, major repairs of plants, machinery, equipments, etc. installed in the said Complex or towards any unforeseen occurrence in future. However, on formation of the "Association of Residents" the Balance Fund available in this Account after adjustment of unpaid dues of the intending allottee, if any, shall be remitted to the Association.
- 23. **THAT** the terms and conditions for allotment of Apartment as specified herein are indicative and the Company reserves the right to add, alter or delete any of the conditions at the time of execution of agreement to sell.
- 24. **THAT** the Company shall provide Fire Safety measures 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.
- 25. **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 and cleared all dues till that date and on such conditions/guidelines/charges as are or may be applicable from time to time.
- 26. **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 shall be deemed to have been received by him/her at the time when those should ordinarily reach such address. The Intending Allottee(s) shall be responsible for any default in payment and/or other consequences that might accrue therefrom.
- 27. **THAT** the intending Allottee(s) undertakes to abide by all 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.
- 28. **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 may be required for the purpose.
- 29. **THAT** the allotment of Apartment is at the discretion of the Company and the Company has a right to reject any offer/application without assigning any reason.
- 30. **THAT** Gurgaon Courts shall have the jurisdiction in all matters arising out of and/or concerning this transaction.

I/We 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

Down Payment Plan Rebate 10% on Basic Sale Price

At the time of Registration of Application for allotment

Within 45 Days Of the date of Registration

On Notice Of Possession

: 10% of BSP

: 85% of BSP +PLC +Parking+50% of CMRC

5% of BSP+50% of CMRC + Stamp duty charges and

other charges as applicable

Construction Linked Installment Plan

At the time of Registration of Application for allotment : 10% of BSP Within 3 months of allotment : 10% of BSP

On commencement of construction : 10% of BSP + 50% of PLC #On casting of Ground Floor Roof : 10% BSP + 50% of PLC On casting of Third Floor Roof : 10% of BSP + 50% of CMRC On casting of Sixth Floor Roof : 7.5% of BSP+50%OF Parking On casting of Ninth Floor Roof : 7.5% of BSP + 50% of Parking

On casting of Eleventh Floor Roof : 7.5% of BSP
On casting of Top Floor Roof : 7.5% of BSP
On completion of masonry work in the apartment : 5% of BSP
On completion of internal plaster within the apartment : 5% of BSP
On completion of flooring within apartment : 5% of BSP

On notice of possession : 5% of BSP + 50% of CMRC+ Stamp duty charges and

any other charges as applicable

BSP = Basic Sale Price

CMRC = Club Membership and Registration Charges

PLC = Preferential Location Charges

Other charges include Maintenance Security, Maintenance Charges, Stamp Duty Charges, Registration Fees and other charges payable as per the agreed terms

This installment and installments listed hereunder shall become payable on demand irrespective of the serial order in which they are listed

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 and common area shall mean all such parts/areas which the Allottee(s) shall use by sharing with other occupants.

That in case the Apartment is provided with an exclusive terrace(s) the same shall be deemed to be a part of Super Area.

That the following shall not be a part of the Super Area:

- 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 unless they are exclusively allotted to apartments/penthouses.

As per terms and conditions of allotment, the Super Area indicated in the application 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).

