

Unitech / Espace Premiere

Application Form



Unitech

Gurgaon: Unitech Signature Towers, Level - 1, South City - 1, N.H. - 8, Gurgaon - 122001.
Tel.: +91 124 4552000

Noida: Unitech Limited, UGCC Pavillion, Sector - 96, Express Way (Near Amity Management School),
Noida - 201305. Tel: +91 120 3211534, 4016800

sales@unitechgroup.com | www.unitechgroup.com

Ground Floor, Signature Towers, South City - 1, Gurgaon, Haryana.

I/We understand that the Director, Town and Country Planning, Haryana has granted the License for the development of approximately 101.596 acres (411144.42 sq. mtrs.) situated in Village Fazilpur Jharsa, Sector 71/72, Gurgaon, Haryana. This land is in the ownership of M/s Unitech Ltd. and its wholly owned subsidiaries and associate companies. I/We understand that **Unitech Ltd.** (hereinafter referred to as the Developer) has the development rights of this land on the basis of lay-out plan/building plans to be approved by the Regulatory Authorities of Haryana.

I/We request that I/We may be registered for provisional allotment of a Villa in “**ESPACE PREMIERE**”, in the colony **NIRVANA COUNTRY 2**, in Fazilpur Jharsa in Sector - 71 / 72, Gurgaon, Haryana.

I/We agree to sign and execute, as and when required, the Agreement to Sell containing the terms and conditions of allotment of the Villa and other related documents on the format provided by the Developer.

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

I/We agree to pay the balance amount towards price of the Villa as per the “**Payment Plan**” annexed hereto as **Annexure ‘A’**.

Mr/Ms

s/w/d of Age.....

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

Nationality

Service () Professional () Business ()

Student () House wife () Any other

Resident () Non Resident () Foreign National of Indian Origin ()

Others (Please Specify)

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Mailing Address:

StateCountryPinE-mailTele NoFax. NoMobile No

Permanent Address:

StateCountryPinTele NoFax. NoMobile No

Office Address:

StateCountryPinTele NoFax. No

Income Tax Permanent Account No (PAN)

Ward / Circle / Special Range

(Place where assessed to Income Tax)

2. SECOND/JOINT APPLICANT

Mr./Ms.

s/w/d of

Guardian's Name (In case of minor)

Date of Birth

Nationality

Photograph of
Second Applicant

Occupation:

ServiceProfessionalBusinessStudentHouse wifeAny other

Resident Status:

ResidentNon ResidentForeign National of Indian OriginOthers (Please Specify)

Mailing Address:

StateCountryPinE-mailTele NoFax. NoMobile No

Permanent Address:

StateCountryPinTele NoFax. NoMobile No

Office Address:

StateCountryPin

Tele NoFax. No

Income Tax Permanent Account No (PAN)

Ward/Circle/Special Range

(Place where assessed to Income Tax)

DETAILS OF VILLA APPLIED FOR:

Villa Noon

Plot Size sq. mts. (approx) sq. yds. approx

Block

Super Area sq. mts. (approx) sq. ft. approx

Terrace Area sq. mts. (approx) sq. ft. approx

PAYMENT PLAN: DOWN PAYMENT PLAN / CONSTRUCTION LINKED INSTALLMENT PLAN

PAYMENTS:

(i) Basic Sale Price (BSP)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 (IFMSD)Rs

(vi) Club Membership & Registration Charges (CMRC)Rs

(vii) Other charges, if anyRs

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 List and Payment Plan contained in Annexure A is inclusive of statutory fees, taxes, cesses, levies etc. prevailing as on the date of application. I/We agree and undertake to pay any increase in the extant levies or any new fees, taxes or levy, charged or imposed by the Govt/statutory authorities till the date a formal Conveyance Deed is executed and possession of the Villa is handed over to the Applicant.

I/We agree to abide by the terms and conditions of this Application including those relating to payment of Total Consideration of the Villa and other deposits, charges, rates, VAT, Service Tax, other applicable taxes, cesses, levies etc.

(Signature of First / Sole Applicant)

(Signature of Second Applicant)

Dated:

Note:

- 1) Cheques / Demand Draft towards consideration of the Villa to be made in favour of “Unitech Ltd. - NC II Espace Villa Sales Account” payable at New Delhi.

2) In case the cheque comprising booking amount/registration amount is dishonoured due to any reason, the Developer 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 authorizing the person to sign the application on behalf of the Company.

For Partnership Firm: Copy of partnership deed, firm registration certificate, consent / authorization 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.

One photograph 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.

FOR OFFICE USE ONLY

1.

Application : Accepted / Rejected
2.

Provisional registration

Villa No..... on

Plot Size.....sq. mts. (approx) (..... sq. yds. approx)

Block.....

Super Area.....sq. mts. (approx) (.....sq. ft. approx)

Terrace Area.....sq. mts. (approx) (.....sq. ft. approx)
3.

(i)

Basic Sale Price (BSP)

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 (IFMSD)

Rs

(vi)

Club Membership & Registration Charges (CMRC)

Rs

(vii)

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.):

.....

.....

.....
8.

Check List:

i.

Booking amount: Local Cheque / Draft

ii.

PAN: Copy of PAN Card/Form 60 enclosed

iii.

Memorandum and Articles of Association (For bookings in the name of Companies)

iv.

Partnership deed (in case of partnership firm)

v.

Copy of Passport and Account details: (For NRIs and PIOs to make payment through NRE / NRO / Foreign CurrencyAccounts only)

vi.

Photographs and signatures of Allottee(s):

vii.

Remarks,if any

AUTHORIZED SIGNATORY FOR THE COMPANY

Dated:.....

GENERAL TERMS & CONDITIONS FOR REGISTRATION OF PROVISIONAL ALLOTMENT OF A VILLA IN “ESPACE PREMIERE” IN NIRVANA COUNTRY 2, FAZILPUR JHARSA SECTOR 71/ 72, GURGAON, HARYANA.

1.

THAT the intending Allottee(s) has applied for registration for allotment of a Villa in “**ESPACE PREMIERE**, Nirvana Country 2” proposed to be developed by the Developer in Fazilpur Jharsa, Sector 71/ 72, Gurgaon, Haryana with full knowledge of laws, notifications and rules as applicable to this area.
2.

THAT the intending Allottee(s) is fully satisfied about the interest and title of the Developer in the land where residential colony “**ESPACE PREMIERE**, Nirvana Country 2” is proposed to be developed.
3.

THAT the intending Allottee(s) shall pay to the Developer the entire consideration as per the Payment Plan opted and annexed hereto.
4.

THAT the intending Allottee(s) shall pay the basic price and other charges on the basis of the area of the Plot and Area of the Villa which shall mean and include the covered area, balconies, inclusive of the area under periphery walls, area under the columns and walls, area under staircases, circulation area, walls, shafts, passages, corridors and lobbies.
5.

THAT the Developer apart from basic price shall fix Preferential Location Charges (PLC) of Villas which are preferentially located and if intending Allottee(s) opts for booking of any such Villa, he/she shall also be liable to pay such additional charges as are fixed for such Villas. Further, in case during the course of development of the Colony, the Villa applied for or allotted becomes preferentially located, the intending Allottee(s) undertakes to pay such charges (PLC) as have been fixed by the Developer. Conversely, if the Villa opted ceases to be preferentially located, the Developer shall adjust the PLC (without interest) paid by the intending Allottee(s) at the time when the Villa is offered for possession.
6.

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 Developer may, at its discretion forfeit the booking/registration amount or the Earnest Money, as the case maybe and the intending Allottee(s) shall be left with no right or lien on the said Villa. The amount paid, if any, over and above the Earnest Money shall be refunded by the Developer 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) as also the brokerage paid by the Developer, if any. In case of delay in payment of installment 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 Developer 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 Villa.
7.

THAT the Earnest Money shall be deemed to be 20% of the Basic Sale Price of the Villa.
8.

THAT the Allottee(s) shall pay Rs. 2671/- per sq. yard of the plot area of the Villa towards External Development Charges (EDC) and Rs. 865/-per sq yard of the plot area towards Infrastructure Development Charges (IDC)as presently applicable by the Govt./Statutory Authorities. 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.
9.

THAT all taxes and statutory levies presently payable in relation to the land in Nirvana Country 2 have been included in the price of the Villa. However, in the event of any further increase and/or any levy of tax, service tax, charge, cess, duty, etc. imposed by the Government or any other Statutory Authorities, the same shall be payable by the intending Allottee(s) on pro-rata basis.
10.

THAT the possession of Villa shall be offered by the Developer to the intending 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 and as per Agreement to sell have been paid to the Developer. It is, however, understood between the Parties that various Blocks comprised in the complex/colony shall be ready and completed in phases and handed over to the Allottee(s) accordingly. The Developer shall be entitled to reasonable extension in delivery of possession of the Villa to the Allottee(s) in the event of any default or negligence attributable to the Allottee(s)' fulfillment of Terms & Conditions of this allotment.

Sole / First Applicant

Second Applicant

11. **THAT** after completion of the Villa 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 Developer. All expenses towards execution of Sale Deed shall be borne by the Allottee(s). It is understood and acknowledged by the Allottee(s) that proprietary rights in the Villa shall vest with the Allottee(s) only upon execution and registration of the Sale Deed in his favour and payment of all dues and outstandings. The Developer shall have the first lien and charge on the Villa for all its dues that may become due and payable by the Allottee(s) to the Developer. That the Allottee(s) undertakes to remain present before the registering Authority at the time of Registration of the Sale Deed.
12. **THAT** the intending Allottee(s) may at its option raise finances or a loan for purchase of the Villa. However, responsibility of getting the loan sanctioned and disbursed as per Developer's payment schedule shall rest exclusively with the Allottee(s). In the event of the Allottee's loan not being disbursed, sanctioned or delayed, the payment to the Developer as per payment plan opted shall not be delayed by the Allottee(s).
13. **THAT** if for any reason the Developer is not in a position to allot the Villa applied for, the Developer may either consider allotment of an alternative property or refund of the amount deposited along with simple interest @ 10% p.a. However, the Developer shall not be liable for any damages/compensation on this account.
14. **THAT** the allotment made by the Developer shall be provisional and the Developer shall have the right to effect suitable alterations in the layout plan, if and when found necessary. Such alterations may include change in the Area, Layout Plan, location, Block and the number of Villa, increase / decrease in the Area of the Villa or the area of the plot on which the Villa is constructed. That the opinion of Developer's Architects on such changes will be final and binding on the Allottee(s). Further, if there is any increase/decrease in the Area of the Plot on which the Villa is constructed or there is increase/decrease in the Saleable Area of the Villa or the Villa becomes preferentially located or ceases to be preferentially located, revised price and/or PLC shall be payable /adjustable in the manner as specified in the Agreement to sell. 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 Saleable Area of the Plot and/or the Area of the Villa 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 of the Villa is issued by the Developer.
15. **THAT** the specifications of the Villa are subject to change as necessitated during construction. In such an event, material of equally good quality shall be used by the Developer.
16. **THAT** the intending Allottee(s) shall clear all his dues along with Stamp Duty amount applicable at the time of execution of sale deed and other charges within 30 days from the date of issuance of final notice of possession. The possession of the Villa shall be handed over to the Allottee(s) 21 days after clearance of all the dues. In case the Allottee(s) fails to take over actual physical possession of the Villa within 21 days of clearance of his dues as demanded by the Developer, the Allottee shall be deemed to have taken possession of the Villa. In such a case, the Developer shall not be responsible for any loss/ damage to the finishes/ fittings/ fixtures in the Villa caused due to failure of the Allottee to take possession within the stipulated time. Further, holding charges at the rate of Rs. 50/- per sq. yd. per month of the Plot Area of the Villa and maintenance charges, as determined by the Developer/ Maintenance Agency, shall also be payable by the Allottee(s) from the date of offer of possession of the Villa. However, in case the intending Allottee fails to clear his dues within 30 days of issuance of offer of possession letter, the possession of the Villa shall not be handed over to the Allottee and the Allottee shall be deemed to be in default of payment as per the payment plan opted by the Allottee and all such consequences as are stipulated herein for default in payments shall ensue including but not limited to the cancellation of the Villa.
17. **THAT** the Developer would pay to the Allottee(s) @ Rs. 50/- per sq. yd. per month of the Plot Area of the Villa for any delay in offering possession of the Villa beyond the period stipulated hereinabove (as laid down in Clause 10) subject to Force Majeure events. These charges shall be adjusted at the time of offer of possession of the Villa.
18. **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 Colony, 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 Colony.
19. **THAT** the intending Allottee(s) shall pay maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Villa) in the Complex, as determined by the Developer or its nominated agency. The intending Allottee(s) shall pay the maintenance charges as determined by the Developer/ nominated Maintenance Agency for a period of 3 years in advance along with applicable service tax and the same shall be determined and payable at the time of offer of possession. In case of failure in making the payment of maintenance charges, interest @ 18% per annum shall be charged on outstanding dues/payments for the period of delay.

Sole / First Applicant

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Second Applicant

20. **THAT** in addition to the payment of maintenance charges, the Allottee(s) shall pay Interest Free Maintenance Security (IFMS) of Rs. 200/- per sq. yard of area of the Plot. The Security Deposit / Fund and / or interest earned on this Deposit / Fund shall be utilized towards replacement, refurbishing, major repairs of plants, machinery etc. installed in the said Colony or towards any unforeseen occurrence necessitating such unforeseen expenditure in future. However, on formation of the "Association of Residents" the Balance Fund available in this Account shall be transferred to the Association. That the intending Allottee shall pay Club Membership & Registration Charges as per the prevailing rates at the time of registration for allotment. This Club may be developed simultaneously with or after development of the Complex.
21. **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 Developer/Maintenance Agency on demand the actual cost of electricity and water consumption charges and / or any other charge payable in respect of the Villa.
22. **THAT** the operation and maintenance of DG Power Supply System/Power Backup system shall be the responsibility of the concerned maintenance agency and the Developer shall not be liable for any default on their part to provide the same. The liability of the Developer in respect of Power Supply and Power Backup is limited to installation of requisite equipments. The Allottee(s) further undertakes to pay for the electricity consumption charges as and when demanded by the Developer/Maintenance Agency for such use.
23. Maintenance and upkeep of features of villa such as landscaped front and rear lawns, landscaped party terrace, VRV air-conditioning, Home Automation and Security, once provided and handed over by the developer to the Allottee, shall be at the sole liability and expense of the Allottee.
24. **THAT** the intending Allottee(s) may get the name of his/her nominee substituted in his/her place, with prior approval of the Developer, provided the intending Allottee has paid at least 30% of the total consideration of the Villa and has cleared all dues till that date and on such conditions/ guidelines/charges as applicable.
25. **THAT** the intending Allottee(s) shall get his/her complete address registered with the Developer at the time of booking and it shall be his/her responsibility to inform the Developer 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.
26. **THAT** it is agreed and understood by the intending Allottee(s) that the present application and the allotment of the Villa are limited and confined in its scope only to the said Villa and right of ingress and egress in the said Colony.
27. **THAT** the intending Allottee(s) undertakes to abide by all rules and regulations, guidelines or laws as may be made applicable to the said Villa/Colony from time to time.
28. **THAT** the Allottee(s) shall comply with all legal requirements for purchase of immovable property wherever applicable, after execution of the Buyers Agreement and shall sign all requisite applications, forms, affidavits, undertakings etc. as required for the purpose.
29. **THAT** the allotment of the Villa is at the discretion of the Developer and the Developer has the right to reject any offer/ application.
30. **THAT** Courts at Gurgaon 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:

Sole / First Applicant

Second Applicant

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Annexure A / Payment plan