

# Unitech / Exquisite

## Application Form



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## Unitech

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**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](mailto:sales@unitechgroup.com) | [www.unitechgroup.com](http://www.unitechgroup.com)

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## 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: \_\_\_\_\_

Disclaimer: The information provided above will be kept completely confidential.

## M/s Unitech Ltd./ Marketing Division

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

Dear Sir/Madam,

I/We understand that Unitech Limited and its wholly owned subsidiaries own and possess large tracts of land in Villages Fazilpur Jharsa, Badshahpur and Palra in Sector 69, 70, 70A, 71 and 72 Tehsil & District Gurgaon. The Director, Town & Country Planning, Haryana has granted license bearing License No. 65 of 2009 vide DTCP Memo No. Endst. No. LC.2133-5DP-(111)-2009/11356 dated 09.11.2009 for the development of a Colony in respect of 101.596 acres (411141 sq.mtrs.) of land situated in Village Fazilpur Jharsa, Sector 71 & 72, Gurgaon. Unitech Limited (**herein the 'Developer'**) have absolute development rights of this land.

Of 101.596 acres of land of which the layout plan has already been approved by DTCP vide its Drawing No. 1952 dated 27.10.2009, the Developer proposes to develop a Group Housing Complex on a parcel of land admeasuring 35287 sq.mtrs (hereinafter referred to as the 'Said Land') to be known as '**EXQUISITE**' Nirvana Country 2, Fazilpur Jharsa, Sector 71 & 72, Gurgaon, Haryana.

I/We request that I/We may be registered for provisional allotment of an Apartment in the said Group Housing Complex '**EXQUISITE**' Nirvana Country 2, Sector 71 & 72, Gurgaon. I/We are applying for provisional allotment after satisfying myself/ourselves about the license granted by the Department of Town & Country Planning and the layout sanction referred to above. I/We have also gone through and understood the general terms & conditions as attached for registration of provisional allotment of Apartment in '**EXQUISITE**' Complex and agree and undertake to abide by these terms & conditions.

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 my/our favour.

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

I/We agree to pay the balance amount towards price of the Villa as per the "**Payment Plan**" 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 ..... 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) .....

Photograph of  
Sole / First Applicant

**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) .....

**2. SECOND/JOINT 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) .....

**PROVISIONAL REGISTRATION :**

- (1) Unit No.....
- (2) Floor.....
- (3) Tower.....
- (5) Type..... Air-conditioning applicable: Split ( ) VRV ( )
- (6) Super Area..... sq. mts. (approx) (..... sq.ft. approx)
- (7) Terrace Area ..... sq.mts. (approx)(..... sq.ft. approx)
- (8) Car Parking(s) : Covered ( ) Open ( )

**PAYMENT PLAN:**.....

**AMOUNT PAYABLE:**

- (i) Basic Sale Price (BSP) Rs .....
- (ii) Preferential Location Charges (if applicable) (PLC) Rs .....
- (iii) Interest Free Maintenance Security Deposit (IFMSD) Rs .....
- (iv) Car Parking Space Rs .....
- (v) Club Membership Registration Charges (CMRC) Rs .....
- (vi) 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/We am/are aware that the total cost as described in the Price List 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 or levies which may be 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 and other applicable taxes, cesses, levies etc., and the forfeiture of Earnest Money as laid down in the Terms & Conditions.

*(Signature of First / Sole Applicant)*

*(Signature of Second Applicant)*

Dated:.....

**Note:**

- 1) All Cheques / Drafts to be made in favour of "Unitech Limited - Exquisite 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 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.
  - i Booking amount cheques / drafts
  - ii PAN No. & copy of PAN Card / Undertaking - Form 60
  - iii **For Companies:** Memorandum & Articles of Association and certified copy of Board Resolution for signing the documents on behalf of the Company
  - iv **For Partnership Firm:** Copy of partnership deed, firm registration certificate, consent / authorisation from all the partners
  - v. For foreign nationals of Indian origin: Passport photocopy /funds from NRE / FCNRA/c
  - vi. For NRI:
    - Copy of passport & payment through NRE / NRO A/c
    - One photograph of each Applicant
    - 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 open car parking/s ..... Air-conditioning applicable: Split ( )VRV ( )	
Super Area.....sq.mts. (approx) (.....sq.ft. approx)	
Terrace Area .....sq.mts. (approx) (.....sq.ft. approx)	
3. Payments:
 

(i) Basic Sale Price (BSP)	Rs .....
(ii) Preferential Location Charges (if applicable) (PLC)	Rs .....
(iii) Interest Free Maintenance Security Deposit (IFMSD)	Rs .....
(iv) Car Parking Space	Rs .....
(v) Club Membership Registration Charges (CMRC)	Rs .....
(vi) Other charges, if any	Rs .....
	<b>Rs .....</b>
4. **PAYMENT 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 REGISTRATION OF PROVISIONAL ALLOTMENT OF APARTMENT IN GROUP HOUSING COMPLEX "EXQUISITE" NIRVANA COUNTRY 2, FAZILPUR JHARSA, SECTOR 71 & 72, GURGAON, HARYANA.**

1. **THAT** the intending Allottee(s) has applied for registration of allotment of an Apartment in **Group Housing Complex "EXQUISITE"** proposed to be developed by Developer in Nirvana Country 2, Sector 71 and 72, Village Fazilpur Jharsa, Tehsil and District Gurgaon, Haryana with full knowledge of laws, notifications, rules & bylaws as applicable to this area.
2. **THAT** the intending Allottee(s) has fully satisfied himself about the interest and title of the Developer in the land where the Complex **"EXQUISITE"** in Nirvana Country 2, Sector 71 and 72, Gurgaon is proposed to be developed.
3. **THAT** the intending Allottee(s) is aware that the License for the development of Township Nirvana Country 2 has been duly sanctioned. The intending Allottee(s) is further aware that the layout plan of the Township has also been approved/sanctioned by Director, Town & Country Planing Development, Haryana .
4. **THAT** the intending Allottee(s) undertakes to pay to the Developer the Basic Sales Price and other charges and payments as per the Payment Plan opted by the intending allottee(s) and **annexed** hereto.
5. **THAT** the intending Allottee(s) understands and agrees that the price of the Apartment applied for represents only the price of the said Apartment and this price 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/Township, which shall always remain outside the purview of allotment of the Apartment.
6. **THAT** the intending Allottee(s) shall pay the basic price and other charges of the Apartment on the basis of **"Super Area"** as elaborately defined and explained in **ANNEXURE B** annexed hereto. The basic rate (per sq. ft.) of price 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 Developer in the Complex solely at its own cost and expense shall always vest with the Developer which shall have the sole and exclusive right and authority to deal with all such facilities, amenities and users in any manner as deemed fit and proper by the Developer. The Intending Allottee(s) shall have no ownership and/or user rights on such facilities, amenities and services, and the Developer 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 space(s) allotted by the Developer 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(s) which maybe allotted subject to availability and at the price prevailing at the time of allotment. 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 part of common areas of the said Building/Complex as also for the purposes of the Declaration to be filed by the Developer under Haryana Apartment Ownership Act, 1983.
8. **THAT** the Developer 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 as stipulated by the Developer.
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 Developer 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**,

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**Sole / First Applicant**

.....  
**Second Applicant**

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 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 Developer without interest after adjustment of interest accrued on the delayed payment(s) and the brokerage, 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.

10. **THAT** the **Earnest Money** shall be deemed to be 20% of the sale consideration of the Apartment.
11. **THAT** the **External Development Charges (EDC) and Infrastructure Development Charges (IDC)** for external services to be provided by the Haryana Govt. as on the date of grant of license are included in the Basic Price of the Apartment. In case of any further increase in the EDC and/or IDC prior to the execution of the Sale Deed, or any such charge or levy imposed subsequent to the application for registration for provisional allotment the same shall be payable by the Purchaser(s) to the Developers on demand. However, in the event External Development Charges and/or Infrastructure Development Charges are increased after execution of the Sale Deed the same shall be payable by the Purchaser(s) directly to the Government Authorities, as and when required. However, if such charges are raised on the Developer by the Government then such charges shall be payable by the Purchaser(s) to the Developer on pro-rata basis.
12. **THAT** the intending Allottee(s) agrees to pay towards Electricity, Water and Sewerage connection charges. That the intending allottee(s) further agrees to pay additionally to the Developer/Maintenance Agency on demand the actual cost of electricity and water consumption charges.
13. **THAT** all taxes and statutory levies presently payable in relation to land comprised in EXQUISITE Sector 71 and 72, 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 including but not limited to service tax, property tax, charge, cess, duty, etc. imposed by the Government or any Statutory Authority, the same shall be payable by the Allottee(s) on pro-rata basis.
14. **THAT** possession of the Apartment shall be offered by the Developer to the Allottee(s) within 36 months from the date of signing of the Agreement to Sell subject to Force Majeure circumstances as clarified in the agreement to sell and upon registration of Sale Deed provided all amounts due and payable by the intending Allottee(s) as provided herein and the payment plan have been paid to the Developer. 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 Developer 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. The Intending allottees(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 in the neighbourhood or other incidental/related activities in the Complex.
15. **THAT** the Intending allottee(s) may at its option raise finance or loan for purchase of the Apartment. 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, the allottee's loan not being disbursed, sanctioned or delayed on any count whatsoever, the payment to the Developer as per Payment Schedule opted by the Allottee(s) shall not be delayed by the Allottee(s).
16. **THAT** if for any reason the Developer is not in a position to allot the Apartment applied for, the Developer 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 Developer shall not be liable to pay to the intending allottee(s) any other charges, damages or compensation on any count whatsoever.
17. **THAT** allotment made by the Developer shall be deemed to 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

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 Developer'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 calculated 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 Developer.

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 Developer.
19. **THAT** the Developer 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 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 Developer. All expenses towards execution and registration of Sale Deed shall be borne by Allottee(s). That no proprietary right in respect of the Apartment 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 Developer shall continue to be the owner of the Apartment and also the construction there on till then. The Developer 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 Developer. 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 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, the Developer 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 in clause 14.
22. **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 notice of possession. The possession of the Apartment 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 Apartment within 21 days of clearance of his dues as demanded by the Developer, the Allottee shall be deemed to have taken possession of the Apartment. In such a case, the Developer shall not be responsible for any loss/ damage to the finishes/ fittings/ fixtures in the Apartment caused due to failure of the Allottee to take possession within the stipulated time. Further, holding charges at the rate of Rs. 5/- per sq. ft. per month of the Super Area of the Apartment 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 Apartment. However, in case the intending Allottee fails to clear his dues within 30 days of issuance of notice of possession letter, 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 including but not limited to the cancellation of the Apartment shall follow.
23. **THAT** the intending Allottee(s) shall also sign and execute a separate 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 to be provided and maintained in relation to the Apartment.
24. **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/Developer at the rate determined by the Developer 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

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**Sole / First Applicant**

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**Second Applicant**

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**Sole / First Applicant**

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**Second Applicant**

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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.

25. **THAT** in addition to the payment of maintenance charges, the Allottee(s) shall pay Interest Free Maintenance Security Deposit @ Rs.75/- 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.
26. **THAT** the terms and conditions for allotment of Apartment as specified herein are indicative and the Developer reserves the right to add, alter or delete any of the conditions at the time of execution of the Agreement to sell.
27. **THAT** the Developer 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 Developer, if any, further Fire Safety means are required to be provided, the intending Allottee(s) shall pay for providing these fire safety measure on pro-rata basis.
28. **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% (thirty percent) of the total consideration and cleared all dues till that date and on such conditions/ guidelines/charges as are or may be made applicable from time to time.
29. **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 and the Intending Allottee(s) shall be responsible for any default in payment and/or other consequences that might accrue therefrom.
30. **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.
31. **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.
32. **THAT** the allotment of Apartment is at the discretion of the Developer and the Developer has a right to reject any offer/application without assigning any reason.
33. **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:.....

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**Sole / First Applicant**

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**Second Applicant**

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## **Annexure A / Payment plan**

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## **Annexure B / Super area**

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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, stairhouses 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 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 Group Housing Complex.

As per terms and conditions of allotment, the Super Area indicated in the Agreement 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 t