



APPLICATION FORM

UMANG REALTECH (P) Limited

Regd. Office:

1st Floor, Great Eastern Centre,
70, Nehru Place, New Delhi- 110019

Dear Sir,

I/We submit this application for acquiring, on the basis of Long Term Lease, a Residential Unit (hereinafter referred to as the “**Apartment**”) in the upcoming Multi-storey Housing Project named as “**WINTER HILLS, DWARKA Morh**”(hereinafter referred to as the “**said Project**”) being developed by you (hereinafter referred to as “**URPL**”) under lawful arrangement with Uppal Housing Private Limited (**UHPL**), the owner of the leasehold rights, on plot of land admeasuring approx. 21,954.8 Sq. Mts. (or approx. 5.04 Acres) located at a distance of about 200 meters from Dwarka Morh MRTS Station, New Delhi, granted on 90 years lease to UHPL by Delhi Metro Rail Corporation Limited (**DMRC**) vide lease deed Dated 19.05.2006 (hereinafter referred to as the “**said Land**”) after having examined the documents pertaining to the title, sanctions and tentative sales plan of the said Project.

Details of the “Apartment”:

As per the tentative plan, I / We opt for a _____ Bedroom Flat measuring Super Area* _____ Sq.Mtrs. @ Rs. _____ Per Sq.Mtrs. (approx. _____ Sq.ft. @ Rupees _____ Per Sq.ft.) plus various other charges as detailed below on Floor No. _____ in Tower named / numbered as _____ in the said project.

Super Area* means the total of covered area inclusive of the area under the periphery walls, area under columns and common walls plus proportionate share of area utilized for common use, services and facilities. The areas are tentative and subject to variation.

I / We understand that the above price is only for standard specification given by URPL. Any modifications / additions will cost extra. Registration, stamp duty, service tax, value added tax, and other taxes are extra based on the Government rules / regulations applicable.

I / We remit herewith a sum of Rs. _____ (Rupees _____) as registration / booking amount which may be treated as part payment towards the sale consideration of the apartment as per the details mentioned here under:-

Cheque No.	Dated	Amount (Rs.)	Drawn on

Signature of First Applicant

Signature of Second Applicant

Particulars of the Applicant(s)

**FIRST/Sole Applicant Mr./ Mrs./ Ms.		
Son / Wife / Daughter of Mr.		
Date of Birth :	Profession :	Designation :
Nationality :	Marital Status :	No. of Children :
Residential Status : <input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident <input type="checkbox"/> Foreign National of Indian Origin		
Residential Address :		
Correspondence Address :		
Tel. Res. :	Off. :	Mobile :
Fax No. :	E-Mail ID :	
Income Tax Permanent Account No./ Ward No. :		Passport No. :

**SECOND Applicant Mr./ Mrs./ Ms.		
Son / Wife / Daughter of Mr.		
Date of Birth :	Profession :	Designation :
Nationality :	Marital Status :	No. of Children :
Residential Status : <input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident <input type="checkbox"/> Foreign National of Indian Origin		
Residential Address :		
Tel. Res. :	Off. :	Mobile :
Fax No. :	E-Mail ID :	
Income Tax Permanent Account No./ Ward No. :		Passport No. :

****M/s**, a proprietary concern existing under the laws of India, having its principal place of business at through its Proprietor, Shri / Smt. (Hereinafter referred to as the "Applicant", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, legal representatives, administrators, executors, successors and assigns).

****M/s.** a partnership firm duly registered under the Indian Partnership Act 1932, having its registered office at through its partner Shri/Smt. (Hereinafter referred to as the "Applicant", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership firm and their heirs, legal representatives, administrators, executors, successors and assigns) (Copy of the authorization signed by all Partners required).

****M/s.** a Company registered under the Companies Act, 1956, having its registered office at through its duly authorized signatory Shri / Smt. authorized by Board resolution dated (Hereinafter referred to as "the Applicant", which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) (Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required).

(** strike-off whichever is not applicable)

Signature of First Applicant

Signature of Second Applicant

I /We agree to make further payments and additional charges as per the Payment Plan(annexed hereto) as ANNEXURE -A opted by me / us and / or such other expenses as may be intimated / demanded by URPL, failing which, my /our booking of the “Apartment” will be treated as cancelled and the said amount paid by me /us till date will be refunded after deducting the earnest money.(which is 10% of the total BSP of the Apartment)

I / We have carefully read and understood the terms and conditions attached with this application, and hereby agree and undertake to abide by them. I / We shall sign and execute Apartment Agreement, or any other agreement / document, as and when required by URPL on the standard format.

I / We the above named applicant(s) do hereby declare that the particulars given by me /us are true and correct and nothing has been concealed there from. Any allotment against my / our application shall be subject to the terms and conditions attached to this application form and as may be comprehensively set out in the “Apartment Agreement”, the terms thereof shall also be applicable to my / our legal heirs and successors. I / We undertake to inform URPL of any change in my / our address or in any other particular / information, given above, till the Apartment is duly registered in my / our name(s), failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by URPL shall be deemed to have been received by me / us. I / We have read and signed all the pages of this application form and the “ Payment Plan” after fully understanding the contents thereof.

PARTICULARS	Unit	Rate (INR)	AMOUNT(in Rs.)
A. Basic Sale Price	Per Sq. Ft.		
B. Additional Charges (as applicable)			
(i) Preferential Location Charges (PLC)	Per Sq. Ft.		
(ii) External Electrification Charges(EEC)	Per Sq. Ft.		
(iii) Fire Fighting Equipment Charges(FFEC)	Per Sq. Ft.		
(iv) Basement Car Parking Space (CPS-B)	No Of Cars		
(v) Stilt Car Parking Space(CPS-S)	No of Cars		
(vi) Open Car Parking Space (CPS -O)	No Of Cars		
(vii) Club Membership Charges (CMC)	Per Family		
(viii) Power Back-Up Charges	Per KVA		
C. Other Charges			
(i) IFMS	Per Sq. Ft.		
(ii) Other statutory charges or taxes imposed by the concerned Authorities.			
Total (A+B+C)			
Stamp Duty, Registration Fee etc. on the registration of “Agreement/Deed to transfer the leasehold rights” and service tax if any will be additionally payable by the Applicant/ allottee before possession.			
Mode Of Booking	Direct	If through Sales Organizer Name with Stamp :	

Signature of First Applicant

Signature of Second Applicant



TERMS & CONDITIONS

The terms and conditions given herein below are of indicative nature with a view to acquaint the Applicant(s) with the terms & conditions as may be comprehensively set out in the 'Apartment Agreement' which upon execution shall supersede the terms & conditions as set out in this application. The Applicant(s) shall sign all the pages of this application in token of his/her acceptance of the same.

1. The Applicant(s) has applied for acquiring, on Long Term Lease, an Apartment to be developed in the proposed Multistorey Housing Complex named as "WINTER HILLS, Dwarka Morh" being developed by URPL on plot of land measuring approx. 21954.8 Sq. Mtrs (5.04 acres approx), under lawful arrangement with UHPL, the owner of the leasehold rights in the said Land. The said plot of land has been demised on 90 years lease basis by the Delhi Metro Rail Corporation (DMRC) in favor of UHPL vide lease agreement/ deed dated 19/5/2006 registered in the office of Sub Registrar-IX, New Delhi as document No. 6979, in Additional Book No. 1 Volume No. 2875 at pages 01 to 2217 on 19.5.2006. The Applicant has fully satisfied himself about right & interest of URPL in the said Project, and has further understood all limitations and obligations in respect thereof.
2. The allotment of the Apartment is entirely at the discretion of URPL and URPL shall have the right to reject any application. The Apartment is restricted to residential use and the Applicant is bound to use the Apartment for residential purpose only. The Applicant(s) has examined the plans, designs and specifications of the Apartment, which are tentative and hereby understand and agree that URPL may effect such variations & modifications therein as may be deemed necessary in the interest of the Project or as may be done by any competent authority. The applicant(s) agree that no claim, monetary or otherwise will be raised in case of any change in location and/or area of the said Apartment. It is clarified that the initial rate of booking of the Apartment will be applicable on the final area, which can be slightly less, or more than the area mentioned above.
3. Timely payment of installments of basic sale price and other charges pertaining to the Apartment is the essence of the terms of the booking/allotment. However in the event of breach of any of the terms and conditions of the allotment by the Applicant, the allotment will be cancelled at the discretion of URPL and the earnest money together with any interest on installments due but unpaid, interest on delayed payments and all other administrative expenses shall stand forfeited. The balance amount shall be refunded to the Applicant without any interest, after the said Apartment is allotted to some other intending allottee and after compliance of certain formalities by the allottee. URPL in its absolute discretion may condone the delay by charging penal interest @18% p.a. for up-to one month delay from the due date of payment and 24%p.a. thereafter on all outstanding dues from their respective due dates.
4. All Payments by the applicant shall be made to URPL through demand drafts/ cheques drawn upon scheduled banks in favour of "Umang Realtech Private Limited" payable at New Delhi only. The payments made by cheque(s) are subject to realization.
5. Assignment of allotment of the Apartment by the applicant shall be permissible at the sole discretion of URPL on payment of such administrative charges as may be fixed by URPL from time to time. Provided however, that the allottee and the assignee (new allottee) agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment. The applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination. It is specifically made clear to the applicant(s) by URPL that any nomination/ transfer/ assignment of allotted Apartment are subject to conditions/restrictions, if any, imposed by any statutory authorities. Further the Applicant(s) agree to pay all fees, charges and other expenses to URPL and/or the competent authorities payable on account such nomination / transfer/ assignment of allotted Apartment(s). However, in the event of any imposition of such further instructions at any time after the date of this application to restrict nomination / transfer/ assignment of the allotted Apartment(s) by any statutory authority, the parties will have to comply with the same and the Applicant(s) has specifically noted the same.
6. All statutory charges, taxes, service tax, cess including any enhancement thereof and/or other levies demanded or imposed by the concerned authorities in relation to the Apartment including construction/sale thereof shall be payable proportionately by the Applicant(s) from the date of booking as per the demand raised by URPL.

Signature of First Applicant

Signature of Second Applicant

7. Non-payment of any consumption and maintenance charges pertaining to the said Apartment within the time specified shall also dis-entitle the Applicant from the enjoyment of the common area facilities and services applicable to the said Project including the said Apartment.
8. It is made clear by URPL and agreed by the Applicant(s) that all leasehold rights thereof of Land(s), facilities and amenities (other than those within the Project building and the land beneath the said building only), shall vest solely with URPL and/or UHPL, who shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government, semi Government, any other authority, body, any person, institution, trust and/or any local body(ies), in accordance with applicable law, which URPL may deem fit in its sole discretion. URPL relying on this specific undertaking of the Applicant(s), URPL has agreed to allot the Apartment and this undertaking shall survive throughout the occupancy of the Apartment by the Applicant(s), his/her legal representatives, successors, administrators, executors, assigns etc.
9. URPL shall have the first lien and charge on the said Unit for all its dues and other sums payable by the applicant to URPL.
10. Loans from financial institutions to finance the said Apartment may be availed by the Applicant. However, if a particular Financial Institution/Bank refuses to extend financial assistance on any ground, the Applicant shall not make such refusal an excuse for non-payment of further installments/dues
11. URPL shall be entitled to avail financial assistance from Bank/Financial Institutions for development of the said Project. However, any charge, if created in relation thereto, shall be got vacated/ cleared before handing over possession of the Apartment to the Applicant.
12. Applicant(s) having NRI status or being foreign nationals shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. URPL shall not be responsible towards any third party making payment/remittances on behalf of the Applicant and such third party shall not have any right in the application/allotment of the Apartment (s) applied for herein in any way .In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ URPL, the amount paid towards booking and further consideration will be returned by URPL as per applicable rules without any interest and the allotment shall stand cancelled forthwith. The Applicant agrees that URPL will not be liable in any manner on such account.
13. The Applicant (s) undertakes to abide by and comply with all the laws, rules and regulations, terms and conditions applicable/made applicable to the said Apartment/Project. The Applicant (s) hereby covenants with URPL to pay from time to time and at all times, the amounts which the Applicant (s) is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and transfer of leasehold rights and to keep URPL and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that URPL may suffer as a result of non payment, non observance or non performance of the said covenants and conditions by the Applicant(s).
14. In case due to any legislation, order, rule or regulation made or issued by the Government or any other Authority or if the competent authority(ies), refuse, delays, denies the grant of necessary approvals for the said Project or due to force majeure circumstances, company is forced to abandon the Project, URPL shall refund the amount paid by the Applicant along with simple interest @ 6% p.a. from the happening of such eventuality and thereafter the Applicant will not have any claim against URPL.
15. URPL shall endeavor to give possession of the said Apartment to the Applicant within 30 months from the date of commencement of construction (with a reasonable extension of 6 months), subject to force majeure circumstance and reasons beyond the control of URPL. The Applicant(s) agree that this transaction is subjected to force majeure clause which inter alia include delay on account of non availability of steel and /or cement or other building materials, or water supply or electric power or slow down/strike or due to a dispute with the construction agency employed by URPL, civil commotion or by reason of war or enemy action or terrorist action or earthquake or any act of God or if non delivery of possession as a result of any notice, order, rule or notification of the Government and /or any other public or competent authority or for any other reason beyond the control of URPL and in any of the aforesaid events URPL shall be entitled to a reasonable extension of time for delivery of possession of the said Apartment. URPL, as a result of such contingency arising, reserves the right to alter or vary the terms and conditions of allotment.

Signature of First Applicant

Signature of Second Applicant

16. The Applicant shall before taking possession of the Apartment, must pay all the dues towards the said Apartment. The "Agreement" to transfer the leasehold rights, as approved by DMRC, should be registered before taking the physical possession of the Apartment and all the expenses in connection therewith such as registration fee, stamp duty etc., shall be payable by the allottee only.
17. URPL shall be entitled to deduct the brokerage amount paid to the broker/sales organizer out of the amount received from the Applicant(s) in case of cancellation or withdrawal of booking for any reason whatsoever.
18. The Applicant hereby agrees to comply with all the prevailing laws applicable in respect of the said Apartment, the terms and conditions of the lease deed between UHPL and DMRC, Building plan sanctions issued by the concerned authorities, Environment (Protection) Act. 1986, Water (Prevention and Control of Pollution) Act, 1974 and Air(Prevention and Control of Pollution) Act, 1981 and their Rules, Notifications etc., and the Applicant(s) shall always remain solely responsible for the consequence of non-compliance of the aforesaid Acts/Rules or any other applicable provisions.
19. Detailed terms and conditions shall form part of the "Apartment Agreement" which the Applicant shall execute on confirmation of allotment, as and when asked by URPL. To settle any confusion regarding any matter herein or anything being not covered/clarified herein, it is agreed by the Applicant that reference shall be made to the detailed terms of the "Apartment Agreement", the terms whereof have been seen, read and understood/accepted by the Applicant.
20. The Applicant shall get his complete address registered with URPL at the time of booking and it shall be his responsibility to inform URPL by Registered A.D. letter about all subsequent changes in his address, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur there from. In all communications the reference of the allotted Apartment must be mentioned clearly.
21. Singular shall mean and include plural and masculine gender shall mean include all genders wherever applicable. In case there are joint applicants, all communication shall be sent by URPL to the Applicant whose name appears first, at the address given by him for mailing and which shall, for all purposes, be considered as served on all the applicants and no separate communications shall be necessary to the other named applicants.
22. If any misrepresentation/concealment/suppression of material facts are found to be made by the Applicant, the allotment will be cancelled and the earnest money shall be forfeited and the Applicant shall be liable for such misrepresentation/concealment/suppression of material facts in all respect.
23. This Application/ booking shall be subject to the laws of India and the Courts at Delhi/New Delhi only, shall have jurisdiction in case of any dispute or claim arising out of or in respect of this application or allotment to be made hereunder.

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 First Applicant

Signature of Second Applicant

TENTATIVE SPECIFICATIONS

SEISMIC CONSIDERATION	Considering Zone-IV, Earthquake resistance RCC framed construction	
LIVING, DINNING & LOBBY / PASSAGE	Floor	Imported Marble
	Walls	Pleasing shades of OBD / Plastic Emulsion
	Ceiling	Plastic Emulsion
BEDROOMS	Floor	Mix of Wooden laminate & Indian Marble
	Walls & Ceiling	Pleasing shades of Plastic Emulsion
BALCONIES	Floor	Anti Skid Ceramic Tiles
	Walls/ Ceiling	External paint
KITCHEN	Modular Kitchen	Laminated cabinates with modular fittings
	Walls	Ceramic Tiles up to 2 feet above counter and 7feet on walls and OBD paint above
	Floor	Anti-skid Ceramic Tiles
	Counter	Granite Stone Counter
	Fittings / Fixtures	CP Fittings of PARRYWARE or Equivalent Make
	Sink	SS double bowl with drain board and single swivel spout
	Others	R.O Unit, Hob & Chimney
TOILETS(Except Servant's Toilet)	Walls	Ceramic tiles up to 7'0" height, Mirror & OBD
	Floor	Anti-skid Ceramic Tiles
	Counter	Granite Stone Counter
	Fittings / Fixtures	Shower Enclosure in Master Bedroom, CP fittings, EWC, Washbasin, Health Faucet : PARRYWARE or Equivalent make
SERVANT ROOM	Floor	Terrazo / Ceramic Tiles
	Walls	White Wash
	Ceiling	White Wash
DOORS	Internal	Hardwood frames with moulded skin door shutters polished/painted
	Entrance Door	Veneered & Polished shutter
	External Doors & Windows	Aluminum or UPVC
ELECTRICAL	Geyser	One in Each Toilet with 15 Litre Capacity
	Ceiling fans	In all rooms
	Chandelier	In living room
	Light Fixtures	Brackets lights & Tube lights in all rooms, Modular type switches and sockets with copper wiring.
OPTIONAL ADD-ONS (on remittance of additional payment)	Wardrobes	Teak veneered wardrobes in all bedrooms and living room
	Geyser	Instant 1 litre capacity geyser for kitchen
	Air Conditioners	Split AC for Master Bedroom and window AC for remaining bedrooms
	Communication	Intercom facility

Signature of First Applicant

Signature of Second Applicant

DOWN PAYMENT PLAN (10% rebate on BSP)	
On Booking	10% of BSP
Within 45 days of booking	85% of BSP + 50% of Additional Charges*
At the time of Possession	5% of BSP + 50% of Additional Charges* + Other Applicable Charges

CONSTRUCTION LINKED PAYMENT PLAN	
On Booking	10% of BSP
Within 45 days of booking	10% of BSP
At the time of excavation	7.5% of BSP + 25% Additional Charges
On casting of the Basement Roof Slab	7.5% of BSP + 25% Additional Charges
On casting of the First Floor Roof Slab	7.5% of BSP + 25% Additional Charges
On casting of the Second Floor Roof Slab	7.5% of BSP + 25% Additional Charges
On casting of the Fourth Floor Roof Slab	7.5% of BSP
On casting of the Fifth Floor Roof Slab	7.5% of BSP
On casting of the Seventh Floor Roof Slab	7.5% of BSP
On casting of the Ninth Floor Roof Slab	7.5% of BSP
On casting of the Twelfth Floor Roof Slab	7.5% of BSP
On completion of masonry work	7.5% of BSP
At the time possession	5% of BSP + IFMS + Other applicable charges

Additional Charges includes: PLC, EEC, FFEC, CPS-B, CPS-S, CPS-O, IFMS, Power Back-up Charges, Statutory charges and taxes.

Basic Sale Price (BSP), Interest Free Maintenance Security (IFMS), Preferential Location Charges (PLC), External Electrification Charges (EEC), Fire Fighting Equipment Charges (FFEC), Car Parking Space-Basement (CPS-B), Car Parking Space-Stillt (CPS-S), Car Parking Space-Open (CPS-O), Club Membership Charges (CMC)

Signature of First Applicant

Signature of Second Applicant

Dated:

Place: