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Application Form for PLOT

UPPAL QVC REALTY PRIVATE LIMITED
A JV of The Uppal Group & QVC Realty Co.



G99 (GURGAON NINETY NINE)

Sector - 99, Gurgaon

Application Form

Dear Sir,

I/We submit this application for the allotment of a residential plot (hereinafter referred to as "PLOT") in the upcoming Township named as "G99 (Gurgaon Ninety Nine)" (hereinafter referred to as the "Said Project") being developed by **Uppal QVC Realty Private Limited** (hereinafter referred to as "Developer") under lawful arrangement with the owners **Uppal Housing Limited** and **QVC Realty Co. Private Limited** on plot of land admeasuring approx. 106.25 acres situated in Villages Dhankot and Kherki Majra, Sector – 99, Gurgaon, Haryana (hereinafter referred to as the "Project Land") after having examined the documents pertaining to the ownership, sanctions and tentative sales plan of the Said Project.

Details of the "PLOT":

As per the tentative plan, I/We opt for a plot measuring _____ Sq. Yards @ _____ Per Sq. Yard plus various other charges as detailed below in Block _____, Phase _____ named/numbered as _____ in the Said Project for development of a residential villa.

I/We remit herewith a sum of Rs. _____ /- (Rupees _____) as registration/booking amount, which may be treated as earnest money in respect of the PLOT as per the details mentioned hereunder.

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.			Paste a passport size photograph of the applicant here
Son / Wife / Daughter of Mr.			
Date of Birth :	Profession :	Company :	
Nationality :	Marital Status :	Designation :	
Residential Status : <input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident <input type="checkbox"/> Foreign National of Indian Origin			
Residential Address :			
Tel. Mobile:	Off. :	Res:	
Fax No. :	E-Mail ID :		
Income Tax Permanent Account Number (PAN) :			Passport No:

SECOND Applicant Mr./ Mrs./ Ms.			Paste a passport size photograph of the applicant here
Son / Wife / Daughter of Mr.			
Date of Birth :	Profession :	Company :	
Nationality :	Marital Status :	Designation :	
Residential Status : <input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident <input type="checkbox"/> Foreign National of Indian Origin			
Residential Address :			
Tel. Mobile:	Off. :	Res:	
Fax No. :	E-Mail ID :		
Income Tax Permanent Account Number (PAN) :			Passport No:

M/s. _____ a partnership firm duly registered under the Indian Partnership Act 1932, having 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 authorised signatory Shri/Smt. _____ authorised 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).

Signature of First Applicant

Signature of Second Applicant



I/We agree to make further payments and additional charges as per the Development Linked Payment Plan (annexed hereto) in ANNEXURE-A, and/or such other expenses as may be intimated/demanded by Developer, failing which, my/our booking of the PLOT will be treated as cancelled and the said booking amount (earnest money) paid by me/us shall stand forfeited.

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 the 'Plot Buyer's Agreement', as and when required by Developer on the standard format, copy whereof has been seen and terms therein have been understood by me/us.

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 'Plot Buyer's Agreement', the terms thereof shall also be applicable to my/our legal heirs and successors. I/We undertake to inform Developer of any change in my/our address or in any other particular/information, given above, till the PLOT 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 Developer 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	DETAILS	AMOUNT (in Rs.)
A. Basic Sale Price (BSP)	@ Rs _____ per sq. yard of plot area	
B. Additional Charges (as applicable)		
(i) Preferential Location Charges (PLC)		
(ii) External Development Charges (EDC)	@ Rs 337 per sq foot of plot area	
(iii) Infrastructure Development Charges (IDC)	@ Rs 66 per sq foot of plot area	
(iv) Club Membership Charges (CMC)		
(v) Interest Free Maintenance Security (IFMS)	@ Rs 100 per sq foot of permissible built-up area	
(vi) Advance Maintenance Charges		
(vii) Any other Charges		
(viii) Other statutory charges/Service tax/cess imposed by the concerned authorities		
Stamp Duty, Registration Fee and allied charges for execution and registration of Sale/Conveyance Deed and any service tax, VAT etc. if imposed will be borne and payable solely by the Applicant/Allottee before possession.		
Mode of Booking	Direct	If through Organizer Name with Stamp:
Date of Booking:		

Signature of First Applicant

Signature of Second Applicant



G99 (GURGAON NINETY NINE)
Sector - 99, Gurgaon

Terms & Conditions

The terms and conditions given below are of indicative nature with a view to acquaint the Applicant(s) with the terms and conditions as may be comprehensively set out in the Plot Buyers' Agreement which upon execution shall supersede the terms and 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 allotment of a PLOT to be developed in the upcoming Township named as "G99 (Gurgaon Ninety Nine)" (hereinafter referred to as the "Said Project") being developed by **Uppal QVC Realty Private Limited** under lawful arrangement with the owners **Uppal Housing Limited** and **QVC Realty Co. Private Limited** of plot of land admeasuring approx. 106.25 acres situated in Villages Dhankot and Kherki Majra, Sector – 99, Gurgaon, Haryana (hereinafter referred to as the "Project Land"). The Director, Town & Country Planning Department, Haryana, Chandigarh (DTCP) has granted license bearing No. 178 OF 2008 dated 27.09.2008 for development of the Said Project. The Applicant(s) has fully satisfied himself about title, right, interest and arrangement of Developer in the Said Project and has further understood all limitations and obligations in respect thereof.
2. The allotment of the PLOT is entirely at the discretion of the Developer. Allotment will be done only after the cheque for the entire booking amount is received and encashed by the Developer. Before the cheque is presented and encashed, Developer has the right to return the cheque without assigning any reason whatsoever, and shall have no obligation whatsoever to the applicant. The Plots are restricted to residential use and the Applicant is bound to use the PLOT for residential purpose only. The Applicant(s) has examined the layout, plans and designs of the PLOT which are tentative and agree that Developer may effect and make such variations and modifications therein as may be deemed necessary in the interest of the Project or as may be directed/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 PLOT. It is clarified that the initial rate of booking of the PLOT will be applicable on the final area which may be slightly less or more than the area mentioned above.
3. Timely payment of installments of basic sale price and all other charges pertaining to the PLOT 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 Developer 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 refundable to the Applicant without any interest, after the PLOT is allotted to some other intending allottee and after compliance of certain formalities by the allottee. Developer in its absolute discretion may condone the delay by charging penal interest @ 18% p.a. for upto one month delay from the due date of payment and @ 24% p.a. thereafter on all outstanding dues from their respective due dates. Upon cancellation of the allotment, the Applicant shall be left with no rights and/ or claims against the PLOT and/or the Developer in any manner whatsoever.
4. Preferential Location Charges (PLC) @ 10% of the Basic Sale Price shall be payable by the Applicant for every preferential location attribute in case the Plot is located with preferential location attributes such as (i) Corner Plot (ii) Plot facing or adjoining park/green (iii) Plot with two sides open (iv) Plot facing East direction (v) Plot facing North direction (vi) Plot facing North-East direction. If the Plot has multiple preferential location attributes, the PLC shall be paid @ 10% of the Basic Sale Price for each preferential location attribute. The PLC shall have to be paid in addition to the sale consideration and other charges etc.
5. All payments by the Applicant shall be made through demand drafts/cheques drawn upon scheduled banks in favour of "**QVC Realty Co. Private Limited**".
6. Assignment of allotment of the PLOT by the Applicant shall be permissible only upon prior written permission and at the discretion of Developer on payment of such administrative charges/transfer fee as may be fixed by Developer 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 nominations. The Applicant specifically agrees and accepts that any nomination/transfer/assignment of allotted PLOT is subject to conditions/ restrictions, if any, imposed by any statutory authorities. If the PLOT is sold / transferred by the Applicant to a third party before taking possession, the Applicant shall be liable to pay transfer charges, equal to 0.5% of the 'Basic Sale Price + Preferential Location Charges' of the PLOT, to the Developer for the first transfer of the ownership. For every subsequent transfer of ownership before possession, transfer charges equal to 1% of the 'Basic Sale Price + Preferential Location Charges' of the PLOT, shall be payable by the transferee/transferor to the Developer. These transfer charges are valid only if all payments for the PLOT are made as per the

selected payment plan in Annexure-A, else transfer charges equal to 5% of the 'Basic Sale Price + Preferential Location Charges' of the PLOT, shall be payable by the transferee/transferor to the Developer. Also, 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 Plot(s) by any statutory authority, the parties shall comply with the same and the Applicant(s) has specifically agreed and accepted the same. The Developer is entitled to assign all or any of its vested right, interest and obligations in the project land including the PLOT to its Associates/Nominees.

7. All statutory charges, taxes, Service Tax, VAT, cess including any enhancement thereof and/or other levies demanded or imposed by the concerned authorities shall be payable proportionately by the Applicant(s) from the date of booking as per the demand raised by the Developer.
8. Non-payment of any consumption and maintenance charges pertaining to the PLOT within the time specified shall also disentitle the Applicant from the enjoyment of the common area facilities and services applicable to the Said Project including the PLOT.
9. The Applicant(s) specifically agrees that all rights including the ownership thereof of all land(s), facilities and amenities except the PLOT shall vest solely with Developer and Developer shall have the sole and absolute rights and 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 sale, 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) which Developer may deem fit in its sole discretion. The Developer, relying on this specific undertaking of the Applicant(s), has agreed to allot the PLOT and this undertaking shall survive throughout the occupancy of the PLOT by the Applicant(s), his/her legal representatives, successors, administrators, executors, assigns, nominee(s) etc.
10. The Developer shall have the first lien and charge on the PLOT for all its dues and other sums payable by the Applicant to Developer.
11. The loans from financial institutions/banks to finance the purchase of PLOT may be availed by the Applicant. However, if a particular Institution/Bank refuses to extend financial assistance on any ground, the Applicant shall not make such refusal an excuse for non-payment/delay of further installments/dues.
12. Developer shall be entitled to avail financial assistance from Bank/ Financial Institutions for development of the Said Project. However, such charge, if created, shall be got vacated before handing over possession of the PLOT to the Applicant.
13. Applicant(s) having NRI status or being foreign nationals or persons resident outside India 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. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Applicant and such third party shall not have any right in the application/allotment of the PLOT(s) applied for herein in any way. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/Developer, the amount paid towards booking and further consideration will be returned by Developer as per applicable rules without any interest and the allotment shall stand cancelled forthwith. The Applicant agrees that the Developer shall not be liable in any manner on such account.
14. The Applicant(s) undertake to abide by and comply with all the laws, rules and regulations, terms and conditions applicable/made applicable to the PLOT/Project. The Applicant(s) hereby covenants with Developer 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 sale and to keep the Developer 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 Developer may suffer as a result of non-payment, non observance or non performance of the said covenants and conditions by the Applicant(s).
15. The Developer shall endeavor to give possession of the PLOT to the Applicant within 24 months from the date of commencement of development (with a reasonable extension of 6 months), subject to force majeure circumstance and reasons beyond the control of Developer. The Applicant(s) agree that the sale of the PLOT 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, labour or water supply or electric power or slow down/ strike or due to a dispute with the construction agency employed by Developer, 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 Developer. In any of the aforesaid events Developer shall be entitled to

a reasonable extension of time for delivery of the PLOT. The Developer, as a result of such a contingency arising, reserves the right to alter or vary the terms and conditions of allotment.

16. The Applicant shall, before taking possession of the Unit, clear all the dues/charges towards the PLOT and have the Sale/Conveyance Deed for the PLOT executed in his/ her/ its favour by Developer/Owner after paying applicable stamp duty, registration fee and other charges/expenses/taxes etc.
17. The Developer 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 agree to comply with all the prevailing laws applicable in respect of the PLOT, the terms and conditions of the license issued by the DTCP including but not limited to provisions of Haryana Development & Regulation of Urban Areas Act, 1975 & Rules, 1976 made thereunder, Environment (Protection) Act.1986, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and Rules made thereunder, Notifications etc., and the Applicant(s) shall always remain solely responsible and liable for the consequence of non-compliance of the aforesaid Acts/Rules or any other applicable provisions.
19. The detailed terms and conditions shall form part of the Plot Buyer's Agreement which the Applicant shall execute on confirmation of allotment. 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 Plot Buyer's Agreement, the terms whereof have been seen, read and understood/accepted by the Applicant. The Applicant shall execute the Plot Buyer's Agreement in the form and format as called upon by the Developer without any objection or claim. The Applicant shall return the duly executed and signed Plot Buyer's Agreement to the Developer within 10 days of receipt thereof. Failure to execute and return the duly signed Agreement within 10 days will result in cancellation of the allotment. If the Applicant refuses to sign the agreement as presented, the Developer has the right to cancel the booking by returning the booking amount paid by the Applicant, and the Developer shall have no obligation whatsoever to the applicant.
20. The Villa on the PLOT shall be constructed and developed as per the plans and designs approved by the Developer to maintain the aesthetic nature of buildings and uniformity in the designs.
21. The Applicant shall get his complete address registered with Developer at the time of booking and it shall be his responsibility to inform Developer 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 therefrom. In all communications the reference of the allotted PLOT must be mentioned clearly.
22. Singular shall mean and include plural and masculine gender shall mean and include all genders wherever applicable. In case there are joint applicants, all communication shall be sent by Developer 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 communication shall be necessary to the other named applicants.
23. 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.
24. Any kind of dispute arising out of or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion, failing which in accordance with the provisions of the Arbitration and Conciliation Act, 1996 including any statutory modification/ amendment thereof by a sole arbitrator to be appointed by the Developer. The arbitration proceedings shall be conducted by arbitrator in English language and the place of arbitration shall be at Gurgaon only.
25. The Courts at Gurgaon shall have jurisdiction in case of any dispute.

Signature of First Applicant

Signature of Second Applicant



G99 (GURGAON NINETY NINE)

Sector - 99, Gurgaon

Annexure – A

Development Linked Payment Plan

Stage	Payment
On booking	Rs. 10 Lakh
Within 30 days of booking	20% of (BSP + PLC) less booking amount
Within 90 days of booking	10% of (BSP + PLC) + 25% of (EDC + IDC)
On commencement of demarcation work of plots	20% of (BSP + PLC) + 25% of (EDC + IDC)
On commencement of alignment & leveling work for roads	15% of (BSP + PLC) + 25% of (EDC + IDC)
On commencement of sewerage, drainage & cabling work	15% of (BSP + PLC) + 25% of (EDC + IDC)
On commencement of road formation	10% of (BSP + PLC)
On final notice of possession*	10% of (BSP + PLC) + Stamp duty + Registration charges + IFMS + CMC

* Advance Maintenance Charges for a period of 2 (Two) years shall be payable in advance at the time of starting construction on the plot. Advance maintenance charges will be calculated at Rs. 2 per sq feet of permissible built-up area per month.

Signature of First Applicant

Signature of Second Applicant



G99 (GURGAON NINETY NINE)

Sector - 99, Gurgaon

For Office Use Only

Indicate Type of Account of Applicant(s) (NRE/NRO A/c for Foreign Nationals) _____	
Application Processed by _____	Date _____
Accounts Processed / Checked by _____	Date _____
	Place _____

Check List

In case of Individual:	In case of Firm/ Company:
• Proof of Residence	• Copy of PAN Card
• Copy of PAN Card	• Memorandum & Articles of Association
• Voter ID	• Board Resolution
• Passport	• Deed of Partnership (if applicable)
• Driving License	• Authorization Letter from Partners