

APPLICATION FORM

Application for allotment by sale of a Residential/Plot/Bungalow/Shop in Ashiana's

Ashiana Housing Limited

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Pl. affix
self attested
photograph of
1st applicant

Pl. affix
self attested
photograph of
2nd applicant

Dear Sirs,

I/We request that I/We may be allotted a Residential Flat/Bungalow/Shop/Plot in your complex as per the company's terms and conditions, which I/We have read and understood and shall abide by the same as stipulated by your company.

I/We agree to sign and execute, as and when desired by the company, the Buyer's Agreement on the Company's standard format.

I/We remit herewith a sum of Rs. (Rupees only) by Bank Draft/Cheque No. dated..... drawn on (Bank & Branch) as part of earnest money.

SOLE OR FIRST APPLICANT			
Name : Mr/Mrs/Ms			
S/W/D of			
Permanent Address			
.....			
Phone No. (Fax)			
Correspondence Address			
.....			
Phone No (H) (O) (Mob)			
(Fax) Email ID			
Date of Birth	Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married If married, No. of Children	Residential Status <input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident <input type="checkbox"/> Foreign National of Indian origin	Nationality
Occupation			
Income Tax Permanent A/c No.			

SECOND APPLICANT

Name : Mr/Mrs/Ms

S/W/D of

Correspondence Address

.....

Phone No (H) (O) (Mob)

(Fax) Email ID

Date of Birth Marital Status Residential Status Nationality

..... Single

..... Resident

..... Married

..... Non-Resident

If married, No. of Children Foreign National of Indian origin

Occupation

Income Tax Permanent A/c No.

Relationship with the first applicant

DETAILS OF FLAT/PLOT/BUNGALOW/SHOP

Type..... Flat/Plot/Bungalow/Shop No.

Area

i. Super Built-up Car Parking Space

ii. Lawn Area Scooter Parking Space

Floor Preferential Location

Payment Plan Plan 'A' Plan 'B' Plan 'C'

I/We, the above applicant(s), do hereby declare that the above mentioned particulars/informations given by me/us are true and correct to the best of my/our knowledge & belief.

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Signature of First Applicant

Place :
.....

Date :
Signature of Second Applicant

NOTE:

1. All Cheques / Drafts to be made in favour of "Ashiana Housing Limited" and payable at Delhi/Bhiwadi/Jamshedpur/
2. Outstation cheques shall not be accepted.
3. In case the applicant is minor, attested copy of Birth certificate has to be produced in support of age.

TERMS AND CONDITIONS FOR ALLOTMENT OF FLAT/PLOT/BUNGALOW/SHOP

1. The project is being executed by **M/s. Ashiana Housing Limited** (hereinafter referred to as the "Company") on freehold/leasehold land whereby the Company is authorised to develop and market the project.
2. The applicant(s) has applied for the allotment of the residential/commercial unit with knowledge and subject to all the laws, notifications and rules applicable to this area, and this project which have been explained by the Company and understood by him/her.
3. The applicant(s) has fully satisfied himself/herself about the interest and title of the Company in the said land and understands all limitations and obligations in respect of it, and there will not be any objections by the Intending allottee(s) in this respect.
4. The applicant(s) has accepted the plans, designs, specifications of the aforesaid project and hereby agrees that the Company may effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion deem appropriate and fit, or as may be done by any competent authority and the Intending Allottee(s) hereby gives consent of such variations/additions/alterations/deletions and modifications and the Company shall be entitled to do so without any objection or claim from the applicant allottee.
5. The final allotment is entirely at the sole discretion of the Company and the Company reserves the right to accept or reject an application without assigning any reason thereof.
6. The Company may on its own provide additional improved specifications and/or facilities other than those mentioned in the specification sheet or sale brochures due to technical reasons or due to popular demand or for the reason of overall betterment of the Complex/individual unit. The same shall be binding on the allottee(s) and the proportionate cost of such changes shall be borne by the allottee(s).
7. The Company shall have the right to effect suitable and necessary alterations in the layout plan, if and when necessary, which may involve all or any of the changes, namely change in the position of apartment, change in its number, dimensions, height, size, area, layout or change of the entire scheme.
8. The Intending Allottee(s) is entitled to get the name of his/her nominee(s) substituted in his/her place with the prior approval of the Company, who may in its sole discretion permit the same on such conditions as it may deem fit.
9. The Intending Allottee(s) agrees that he/she shall pay the price of the residential/commercial unit and other deposit & charges on the basis of Super Built-up Area, i.e. the covered area of his/her Apartment and also pro-rata share of the common areas of the building and ancillary buildings. If there is any increase/decrease in the super built area/lawn area after final physical measurement, then necessary adjustment will be made in the price of the unit based on the original rate at which the unit was booked.
10. The applicant allottee(s) agrees to execute the company's Standard Sale/Sub-Lease Agreement when called upon to do so by the company.
11. On the Intending Allottee(s):
 - (i) not clearing all his dues alongwith interest @18% per annum within 60 days from the date the said amount became payable; and / or
 - (ii) committing default in payment on due date under the agreement twice; and / or
 - (iii) committing breach of any of the terms and conditions herein contained.

The Company shall be entitled at its own option to cancel and terminate this agreement. On cancellation all rights, title or interest of the Intending Allottee(s) over the said unit shall stand extinguished and the Intending Allottee(s) shall have no further right, title or interest over the said unit, and the Company shall be entitled to transfer the said unit to any other person at its own discretion.

On cancellation the Company shall also be entitled to liquidated damages amounting to 10% of the total cost of the unit from the Intending Allottee(s). The Company after making such appropriation shall refund the balance amount to the intending Allottee(s) within 120 days from the date of such termination. It is agreed by and between the parties that the liquidated damages as the aforesaid 10% is just proper and reasonable.

12. In case the Intending Allottee(s) gives a written notice to cancel the allotment, then in that event the Builder shall cancel the allotment and after deducting 10% of the total cost of the said unit along with overdue interest from the amounts received from the Intending Allottee(s) till that date, refund the balance amount to the Intending Allottee(s) within 120 days from the date of such cancellation. However, the Intending Allottee(s) shall be entitled to exercise this option within a period of six months from the date of this Application Form/Allotment Letter in respect of the said unit, whereafter this clause shall automatically be deemed to have become inoperative and un-enforceable.

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Signature of First Applicant

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Signature of Second Applicant

13. In case the allottee wants to avail of a loan facility from his employer or financing bodies to facilitate the purchase of the unit applied for, the Company shall facilitate the process subject to the following:
 - (a) The terms of the Financing Agency shall exclusively be binding and applicable upon the allottee only.
 - (b) The responsibility of getting the loan sanctioned and disbursed, as per the Company's payment schedule shall rest exclusively on the allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per schedule, shall be ensured by the allottee, failing which, the allottee shall be governed by the provision contained in clause 11 as above.
14. The Sale/Lease Deed or an other document conveying the said Flat shall be executed and got registered in favour of the Intending Allottee(s) within the reasonable time after the building has been finally constructed at the site and after receipt from his/her of full sale price and other connected charges. Cost of stamp duty and registration charges etc., as applicable will be extra and shall be borne by the Intending Allottee(s). All costs, charges and expenses [Subject to maximum of Rs. 5,000/- (Rs. Five Thousand only)] in connection with the costs of the preparing, executing and registering of the Agreement or Agreements, Lease/Sub-lease Deed, conveyance or conveyances, transfer deeds and any other document or documents required to be executed by the Builder for preparation and approval of such documents shall be borne by the Intending Allottee(s).
15. On execution of the Sub Lease Deed in favour of the allottee, the allottee, as Lessee will be bound by the terms of the Original Lessor including payment of Urban Assessment/Ground Rent, transfer charges etc.
16. All taxes or charges, present or future, on land or building levied by the authority, from the date of booking, including the one time Urban Assessment/Ground Rent payable to the authority shall be borne and paid proportionately by the allottee(s). Free hold conversion charges, if payable, will also be borne and paid by allottee(s) proportionately.
17. The Intending Allottee(s) shall get his/her complete address registered with the Company at the time of booking and it shall be his/her responsibility to inform the company by registered A/D letter about all subsequent changes, if any, in his/her address, failing which all demand notices and letters posted at the first registered address will 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 other consequences that might occur therefrom.
18. In case of transfer of allotment/assignments of ownership of the unit, a transfer fee as prescribed by the Company shall be payable by the allottee to the Company.
19. The applicant agrees that the development of the project is subject to force majeure clause which includes delay for any reason beyond the control of the Company like non-availability of any building material or enemy action or natural calamities or any Act of God. In case of delay in possession as a result of any notice, order, rule, notification of the Government/Public/Company Authority, delay in issue of completion certificate/occupancy certificate or any other reason beyond the control of the Company & in such an event, the Company shall be entitled to reasonable extension of time. However, all conditions being favorable if the Company fails to deliver the unit within 6 months from the original schedule of delivery, the Company shall be responsible only to consider for allotting alternative available residential/commercial unit or refund the amount already deposited with simple interest @ 8% p.a. for the delayed period.
20. The applicant has understood that the development & completion of the whole project may be done in phases and this may cause some inconvenience to residents of earlier phases and he/she shall not have any objection to the same.
21. The company shall have the first lien and charge on the said Flat for all its dues and other sums payable by the Intending Allottee(s) to the company.
22. The complex is to be maintained by the Company or its maintenance agency or any other agency nominated by the company till the maintenance is handed over to any other Residents Association/Society or the arrangement is terminated by the company. The applicant(s)/allottee(s) agrees to enter into a Standard Tripartite Maintenance Agreement with the company and its nominated maintenance agency and to pay the maintenance bills/demands properly and regularly.
23. In case of NRI/Foreign National buyers, the observation of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of the allottee.
24. The allottee shall not use the said unit for any purpose other than for which the said unit is being acquired by him except with prior written permission of the Builder.
25. Courts at alone shall have jurisdiction for adjudication of all matters arising out of/touching and/or concerning this transaction.

Date:

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Place:

Signature of First Applicant

Signature of Second Applicant