

APPLICATION FORM

Application for allotment by Lease of a shop / office space / commercial space in Ashiana's **Village Centre**

Ashiana Retirement Villages Ltd.
Unit No. 304, Southern Park,
Saket District Centre, Saket,
New Delhi

Pl. affix
self attested
photograph of
1st applicant

Pl. affix
self attested
photograph of
2nd applicant

Dear Sir/Madam,

I/we, request that I/we may be allotted a shop / office space / commercial space in your project **“Ashiana Village Centre”** 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, Lease Agreement and Maintenance Agreement on the Company's standard format.

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

(In case applicant is individual)

SOLE OR FIRST APPLICANT

Name Shri/Smt./Ms.

S/W/D of Shri

Permanent Address

Phone No. (Fax)

Correspondence Address

Phone No (Res) (O) (Mob)

Date of Birth Email ID

Residential Status: Resident Non-Resident Foreign National of Indian origin

Permanent Account No.

SECOND APPLICANT

Name Shri/Smt./Ms.

S/W/D of Shri

Permanent Address

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Phone No. (Fax)

Correspondence Address

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Phone No (Res) (O) (Mob)

Date of Birth Email ID

Residential Status: Resident Non-Resident Foreign National of Indian origin

Permanent Account No.

Relationship with the first applicant

(in case applicant is a Company)

M/s

Registered Office

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Phone No. Fax No.

Email ID.

Permanent Account No.

Name and designation of authorized person

(In case applicant is a Partnership Firm)

M/s

Registered Office

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Phone No. Fax No.

Email ID.

Permanent Account No.

Name and designation of authorized person

(Strike out which is not applicable)

DETAILS OF SHOP / OFFICE SPACE / COMMERCIAL SPACE

Property Type : Shop Office Space Commercial Space (Please ✓ whichever is applicable)

Floor Unit No. Super Built Up Area Sq. Ft

Nature of Intending Business

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 and 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 and payable at Delhi / Bhiwadi.
2. Outstation cheques shall not be accepted.
3. In case the applicant is company, certified true copy of PAN card, Memorandum & Article of Association, Board Resolution in favour of authorized signatory signing the agreement and ID proof of authorized signatory have to be produced.
4. In case the applicant is Partnership Firm, attested copy of Partnership Deed, PAN card and authorization in favour of signing partner by all partners have to be produced.

TERMS AND CONDITIONS FOR ALLOTMENT OF SHOP / OFFICE SPACE / COMMERCIAL SPACE

1. The project is being executed by **M/s. Ashiana Retirement Villages Ltd.** (hereinafter referred to as the "Company") under the name of "**Ashiana Village Centre**" on leasehold land and the Company is authorised to develop and market the project.
2. The applicant(s) has applied for the allotment of Shop / Office Space / Commercial Space 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 Lessee(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 Lessee(s) hereby gives consent to such variations/ additions/ alterations/ deletions and modifications and the Company shall be entitled to do so without any objection or claim from the applicant.
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 shall have the right to effect suitable and necessary alterations in the layout plan, building plans, floor plans etc. if and when necessary, which may involve all or any of the changes, namely changes in the position of building, change in its number, dimensions, height, size, area, layout or change of the entire scheme.

7. The Intending Lessee(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.
8. The Intending Lessee(s) agrees that he/ she shall pay the rent of the shop / office space / commercial space and other deposit & charges on the basis of Super Built Up Area, i.e. the covered area and inclusive of proportionate common areas and all other charges as and when demanded by the Company.
9. The intending lessee(s) agrees to execute the Company's Standard Lease Agreement when called upon to do so by the Company.
10. The Intending Lessee agrees to pay a sum equivalent to two month rent on signing of this Application Form towards the part payment of interest free security deposit in respect of lease of the shop / office space / commercial space which shall be forfeited in case the Intending Lessee fails to take over possession of the shop / office space / commercial space for internal work / fit outs and / or remit the balance Interest Free Security Deposit and one month advance rent within 15 days from the date of intimation by the Company. Further, if the Intending Lessee fails to start commercial operation from shop / office space / commercial space after the expiry of the fit outs period, the company shall be entitled at its own option to cancel and terminate this agreement. On cancellation, the Intending Lessee hereby authorizes the Company to forfeit security deposit and the company shall be at liberty to deal with the shop / office space / commercial space. No claim, monetary or otherwise of the Intending Lessee in this regard shall be entertained.
11. The Lease deed for the shop / office space / commercial space shall be executed and got registered in favour of the Intending Lessee(s) within the reasonable time after the building has been finally constructed at the site and after receipt of full Interest Free Security Deposit, One Month Rent and other connected charges, if any. Cost of stamp duty and registration charges etc., as applicable shall be borne by the Intending Lessee(s). All costs, charges, and expenses [subject to maximum of Rs. 2000/- (Rupees Two Thousand only) in connection with the costs of the preparing, executing and registering of the agreement or Agreements, Lease/ Sub- Lease Agreement and any other document or documents required to be executed by the Company for preparation and approval of such documents shall be born by the Intending Lessee(s).
12. The intending Lessee(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 the same should ordinarily reach such address and the Intending Lessee(s) shall be responsible for any default in payment and other consequences that might occur there from.
13. 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, and notification of the Government/ Competent Authority delay in issue of completion certificate/ occupancy certificate or any other reason beyond the control of the Company & in such event, the Company shall be entitled to reasonable extension of time.
14. The complex is to be maintained by the Company or its maintenance agency or any other agency nominated by the company. The Intending Lessee shall pay proportionate charges for maintenance and upkeep of common areas and services of the project to the Company or its nominated agency. The Intending Lessee(s) agrees to enter into a Standard Maintenance Agreement with the Company and / or its nominated maintenance agency and to pay the maintenance bills/ demands properly and regularly.
15. The Intending Lessee 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.
16. Courts at New Delhi alone shall have jurisdiction for adjudication of all matters arising out of / touching and/ or concerning this transaction.

Place:

Date:

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Signature of First Applicant

.....
Signature of Second Applicant