

SECOND APPLICANT

First Name

Middle Name

Last Name

Name: Mr./Ms./Mrs.

S/W/D of

Permanent Address.....

City.....

State.....

Country.....

Pin.....

Mobile No.

Phone No.

Email Address:

PAN:

GSTIN:

Customer Profile

Self Employed

Private Service

Govt. Service

Retired

NRI

House wife

Date of Birth

DD/MM/YYYY

Marital Status

Single

Married

If married, No. of Children.....

Residential Status

Resident

Non-Resident

Nationality

.....

Foreign National of Indian origin

Industry Type.....

Company Name.....

Designation.....

Department.....

Relationship with the first applicant

Family monthly income.....

PURPOSE OF PURCHASE

1. Investment

Short Term (Sell before possession)

Long Term (Rent after possession)

OR

2. End Use

Self occupy after possession

Rent after possession then occupy later

3. Any other.....

DETAILS OF NOK (Of First Applicant)

First Name

Middle Name

Last Name

Name: Mr./Ms./Mrs.

Relationship with the first applicant

Permanent Address.....

City.....

State.....

Country.....

Pin.....

Mobile No.

Phone No.

Email Address:

NOK Profile

Self Employed

Private Service

Govt. Service

Retired

NRI

House wife

Date of Birth

DD/MM/YYYY

Marital Status

Single

Married

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Non-Resident

Nationality

.....

Foreign National of Indian origin

Industry Type.....

Company Name.....

Designation.....

Department.....

Family monthly income.....

DETAILS OF FLAT/VILLA/SHOP

Type..... Flat/Villa/Shop No.

Area

Super Built-up..... in sq min sq ft

Built-up..... in sq m.....in sq ft

Lawn Area..... (If provided)

Parking (Please ✓): Extra Large (Stilt/Basement) Single Covered (Stilt/Basement) Open Parking
Mechanical Parking Scooter Parking

Floor Preferred Location Charges

Payment Plan 'A' (EPBP) Plan 'B' (Construction Linked) Plan 'C' (Any Other)

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.

.....
Signature of First Applicant

Date:

Place:

.....
Signature of Second Applicant

NOTE:

1. All Cheques / Drafts to be made in favour of "....." and payable at.....
2. If your price & payment plan is not signed within seven days of receiving your cheque, the payment plan will automatically be considered as installment plan.
3. In case the applicant is minor, attested copy of Birth certificate has to be produced in support of age.

TERMS & CONDITIONS FOR BOOKING/ ALLOTMENT OF UNIT NO. _____

1. M/s Ashiana Housing Ltd. (hereinafter referred to as "the Company") proposes to develop and market a residential project (hereinafter referred to as "the Project") on freehold/leasehold land in phased manner.
2. The Applicant(s) has applied for allotment of residential/commercial unit with knowledge and subject to compliance of 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 right title and interest of the Company in the aforesaid land where the Project is proposed to be developed as per the applicable laws/guidelines and the Applicant(s) understands all limitations and obligations in respect thereof, and there will not be any objections by the Applicant(s) with respect to the same. The Applicant(s) further agrees to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by the competent authority(ies) in this regard to the Company from time to time.
4. The Applicant(s) has accepted the plans, designs, specifications, unit number, location of the unit, floor plan, floor area of the aforesaid Project and the Applicant(s) hereby agrees that the Company may effect such variations, additions, alternations, deletions and modifications therein as it may, in its sole discretions deem appropriate and fit or as may be done by any competent authority and the Applicant(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(s). The Applicant(s) further agrees to pay the consideration for the increased area, if any, and if the area decreases, the Company shall refund the proportionate amount by adjusting the same in future instalments as the case may be.
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. The applicant(s) further agrees and understands that the booking of Unit by Applicant(s) is subject to realization of the booking amount paid towards the said Unit. In case of non-realization of the same, the Company reserves the right to initiate appropriate proceedings, civil and/or criminal, arbitration against the Applicant(s) Submission of Application Form along with the booking amount and/or issuance of receipt with respect to the same, does not in any manner amount to acceptance of this offer. Such provisional allotment shall only be confirmed and binding on the Company upon execution of "Agreement for Sale" and "Agreement of Unit" as per the prevailing laws/practices. The booking amount shall be paid by the Applicant at the time of submitting this application and the balance amount shall be paid as per payment plan/schedule opted by the applicant.
6. The Company may on its own provide additional improved specifications/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 changes in the position of apartment, change in its number, dimensions, height, size, area, layout or change of the entire scheme.
8. The Applicant(s) is entitled to get the name of his/her nominee(s) substituted in his/her place as per the T&C with the prior approval of the Company which may in its sole discretion permit the same on fulfilment of such conditions as it may deem fit.
9. The Applicant(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-Up 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(s) agrees to execute the Company Standard Agreement, Sale Deed or any other agreement and/or document as and when called upon to do so by the Company.
11. The Agreement and Sale Deed or any other documents for the conveyance of the said Unit shall be executed and got registered in favour of the Applicant(s) within the reasonable time as and when called upon by the Company to do so on the fulfilment of the terms & conditions and after receipt of sale consideration and other related charges as per payment schedule. Cost of stamp duty and registration charges etc., as applicable will be extra and shall be borne by the Applicant(s). All costs, charges, and expenses (subject to maximum of ` 10,000/- (Rupees Ten Thousand only) in relation to the costs of the preparing, executing the Agreements Sale Deed and/or any other document or documents required to be executed by the Company for preparation and approval of such documents shall be borne by the Applicant(s).
12. On the Applicant(s)-
 - a). Not clearing all his further dues along with interest @ 18% per annum within 60 days from the date, the said amount become payable and/or
 - b). Committing default in payment on due date twice and/or
 - c). Committing breach of any of terms and conditions herein-contained.
13. The Company shall be entitled at its own option to cancel and terminate this booking. On cancellation all rights, title and interest of the Applicant(s) over the said Unit shall stand extinguished and the Applicant(s) shall have no further legal right, title and interest of any nature over the said Unit and the Company shall be entitled to transfer the said Unit to any other person(s) at its own discretion.
14. On Cancellation, the Company shall also be entitled for liquidated damages of 10% of the total cost of the Unit from the Applicant(s). The Company after making such appropriation shall refund the balance amount to the Applicant(s) within 120 days without any interest 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.
15. In case the Applicant(s) gives a written notice to cancel the booking/allotment, then in that event the Builder shall cancel the booking/allotment and after deducting 10% of the total cost of the said Unit (cost/expenses/charges) along with over due interest from the amounts received from the Applicant(s) till that date, refund the balance amount (if any) to the Applicant(s) within 120 days without any interest from the date of such cancellation. However, the Applicant(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, where after this clause/terms & condition shall automatically be deemed to have become inoperative and un-enforceable.

.....
Signature of First Applicant

.....
Signature of Second Applicant

16. In case the Applicant wants to avail of a loan facility from his employer or any Bank or any Financial/Lending institution to facilitate the purchase of the Unit applied for, the Company shall facilitate the process subject to the following:
 - a). The terms of the Employer/Bank/Financing Institution shall exclusively be binding and applicable upon the Applicant only.
 - b). The responsibility of getting the loan sanctioned and disbursed, as per the Company's payment schedule shall rest exclusively on the Applicant. 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 Applicant, failing which the Applicant/allottee shall be governed by the provisions contained in clause 12 as above.
17. All taxes or charges, present or future on land and/or building levied by any authority, from the date of booking, including but not limited to onetime Urban Assessment/Ground Rent payable to the authority and/or any statutory charges or charges to any department/authority of state of Maharashtra shall be borne and proportionately by the Applicant/allottee(s). Service Tax, GST (if applicable), TDS and VAT shall be payable by the Applicant(s) as applicable from time to time.
18. The Applicant(s) agrees that in case the consideration of Unit is ` 50 Lacs or above, the Applicant/buyer shall be liable for Tax Deduction at Source (TDS) under Section 194 IA of Income Tax Act, which is applicable from 1st June, 2013. Such TDS would be deducted from consideration being paid to the Company. On every payment 99% amount is to be paid to the Company and 1% amount is to be deposited with Govt. Of India (Income Tax Department), for the same allottee needs to issue certificate in form 16B to the Company. The Company shall not credit the amount in the account of the Applicant/allottee, till the time Applicant/allottee has issued the certificate to the Company.
19. The Applicant(s) shall get his/her name, complete address, PAN No., e-mail I.D, phone No. 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 served/received by him/her at the time when those should ordinarily reach such address and the Applicant(s) shall be responsible for any default in payment and other consequences that might occur therefrom.
20. The Applicant(s) shall not transfer/assign the said Unit without the prior written consent/approval of the Company. The Company may, in its sole discretion, refuse or allow the same on such terms and conditions as it may deem fit and proper, and upon payment of such charges as may be fixed by the Company from time to time.
21. The Applicant agrees that the development of "the Project" is subject to force majeure clause, which includes Acts of God, earthquake, war, terrorism, civil commotion, riot, fire, theft, strike etc.
22. The applicant is aware and has understood that the total consideration shall be subject to escalation so as to cover the increase in cost of material and labour during the period of construction. However such escalation shall be subject to the maximum of 10% of the cost of the Unit allotted.
23. The Applicant agrees to park his vehicle strictly at the parking space allotted to him. The parking space allotted is meant exclusively for parking of specific number of vehicles for which the said space is allotted. No vehicle more than the parking space allotted shall be allowed to enter the Complex.
24. 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.
25. The Company shall at all times have the first lien and charge on the said Unit for all its dues and other sums payable by the Applicant(s) to the Company.
26. 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 Resident Association/Society or the arrangement is terminated by the Company. The Applicant(s)/allottee(s) agree to enter into a standard Tripartite Maintenance Agreement with the Company and/or its nominated maintenance agency and to pay the maintenance bills/demands properly and regularly as per the terms set out therein.
27. In case the Applicant is NRI/Foreign National Buyer, the adherence to the provisions of the Foreign Exchange Management Act, 1999 and any other law related there to as may be prevailing at the time shall be the responsibility of the Applicant/allottee.
28. The Applicant shall not use the said Unit for any purpose other than for which the said unit is being acquired by him/her except with prior written permission of the Company.
29. In case of joint application, all the correspondence shall be done only with the 'First Applicant' at the address for communication as it appears on the application form.
30. The Company as a general practice keeps on sending to all its customers about the new projects, new launch, construction status, price & payment terms of "the Project", price revision information, payment reminders, promotional events etc. from time to time by mail or SMS or letters. The Applicant(s) hereby gives his/her consent to the Company to obtain/receive such information on time to time.
31. On intimation from the Company, the Applicant(s) shall be bound to execute the Agreement and other documents as may be required by the Company and the terms and conditions of the same shall be binding upon the Applicant(s). On failure to execute the same and/or adhere to the terms and conditions mentioned therein, the Company shall be free to deal with the Unit as it may deem fit and proper and the Applicant(s) shall not have any right, title, interest and/or lien over the Unit. The application/booking amount in such an event shall stand forfeited and this application form shall be cancelled by the Company without any further writing.
32. The applicant has understood that the information/details given by him/her at the time of submission of Expression of Interest (EOI) or Booking Application Form shall be taken as the details/particulars of Applicant(s) unless a written information along with all the required details and documents and to be approved from the Company. The terms of EOI shall be read in consonance with the terms & conditions and not in derogation thereof.
33. This Agreement shall be construed in accordance with applicable laws of India and the courts of Maharashtra shall have exclusive jurisdiction to adjudicate and dispute arising under or connection with this booking of Unit.
34. All the above terms & conditions are read over by me/us personally and understood the same in vernacular and the same are accepted to me/us.

Read and Accepted all the above terms and conditions.

.....
Signature of First Applicant

.....
Signature of Second Applicant

To be filled in by the Booking officer

Unit No.
 Customer's Name
 Booking officer's Name
 Mobile No
 Signature

APPLICANT'S CHECKLIST

We request you to complete all the requirements from your side to help us complete your documentation on time. Please keep in touch with your booking officer for regular updates on the following documents to avoid any interest. Please note below mentioned timeline are indicative and not legally binding.

	Action by Ashiana	Action by customer
1	<ul style="list-style-type: none"> • Cost Management Plan (CMP) • Booking Folder • Gift • Apna Ashiana 	<ul style="list-style-type: none"> • Filled & Signed application form with photograph • Signed Pan card copy • Address proof copy
2	<ul style="list-style-type: none"> • Payment Receipt • Allotment Letter 	<p><u>Loan process to be started at this stage.</u> Please choose any Bank of your choice for loan or speak with your booking officer for advice. Please submit form 16 B under section 194 IA of Income Tax Act (if applicable)</p>
3	<ul style="list-style-type: none"> • Builder - Buyer Agreement (Sale Agreement) • Draft Maintenance Agreement (Two sets of each agreement) 	<p>Both copies of Sale Agreement & one copy of Draft Maintenance Agreement to be signed by all applicants on all pages & send back to us. <u>(Two witnesses signatures are compulsory)</u></p>
4	<p>Receipt of both copies of signed sale agreements and one copy of draft maintenance agreement.</p>	<p>By this stage you should have got the loan approval letter from the Bank.</p>
5	<p>After signature at our end, we dispatch one set of Sale Agreement, in case of Loan cases TPT Agreement & PTM to customer and other set will be retained by us</p>	<p>Customer will handover all the original documents like Allotment letter, payment receipts, Sale Agreement, TPT Agreement & PTM to the Bank for loan disbursement.</p>

IMPORTANT NOTE: Buyers of the units valued ` 50 lacs or above will be liable for Tax Deducted at Source (TDS) under section 194 IA of Income Tax Act, which is applicable from 1st June 2013.

Such TDS would be deducted from the consideration being paid to the builder. On every payments 99% amount is to be paid to the builder and 1% amount is to be paid to Govt. of India (Income Tax Department), for the same buyer needs to issue certificate in form 16 B to the builder.

To,
Ashiana Housing Limited
304-5, Southern Park,
Saket District Centre,
Delhi- 110017

Subject:- Parking Facility for Vehicles

Ref:- Unit No. in (Project Name)
at..... (Full address)

Dear Ma'am/Sir,

This is in reference of the allotment of the above referred Unit in my/ our name. The said Unit comprises of the facility of parking of vehicle to be parked strictly at the parking space allotted and at no other place in the Project .

I/ We agree and undertake that the specific space for parking allocated to me/us shall exclusively be used for parking of specific number of vehicle/s for which the said space is allotted. I/ We understand that under no circumstances I/ We shall be allowed to park vehicle/s more than the allocated parking space.

I/We agree that to maintain the sanity of the Complex, Company or its nominee reserves the right to restrict the entry of additional vehicle/ number of vehicles inside the project for which parking space has not been allocated to me/ us in the Project Complex.

Yours faithfully,

()

Name of 1st Applicant

S/O

R/O

()

Name of 2nd Applicant

S/O

R/O