



**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

Marital Status

Residential Status

Nationality

Single

Resident

.....

DD

MM

YYYY

Married

Non-Resident

No. of Children.....

Foreign National of Indian origin

Industry Type.....

Firm 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)

3. Any other.....

2. End Use

 Self occupy after possession Rent after possession then occupy later

OR

**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:

PAN:

GSTIN:

NOK Profile

Self Employed

Private Service

Govt. Service

Retired

NRI

House wife

Date of Birth

Marital Status

Residential Status

Nationality

Single

Resident

.....

DD

MM

YYYY

Married

Non-Resident

No. of Children.....

Foreign National of Indian origin

Industry Type.....

Firm Name.....

Designation.....

Department.....

Relationship with the first applicant .....

Family monthly income.....

**DETAILS OF UNIT/VILLA/SHOP**

Type..... Unit/Villa/Shop No. ....

Super Area..... in sq m .....in sq ft

Carpet Area..... in sq m .....in sq ft

Balcony Area..... in sq m .....in sq ft

Lawn Area..... in sq m .....in sq ft (If applicable)

Parking (Please ✓): XL (Stilt/Basement/Podium)  Single Covered (Stilt/Basement/Podium)

Open Parking  Mechanical Parking  Scooter Parking

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

Date : ..... Signature of First Applicant Signature of Second Applicant

Place : ..... Signature of First Applicant Signature of Second Applicant

**NOTE:**

- All Cheques / Drafts to be made in favour of "....." and payable at.....
- 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.
- In case the applicant is minor, attested copy of Birth certificate has to be produced in support of age.

RERA Reg. No. (Phase - 1): RAJ/P/2017/028, RERA • RERA Reg. No. (Phase - 2): RAJ/P/2018/646,

TERMS & CONDITIONS FOR BOOKING/ ALLOTMENT OF UNIT NO. \_\_\_\_\_

1. Ashiana Housing Limited (hereinafter referred to as the Promoter) proposes to develop and market a residential project (hereinafter referred to as the "Whole Project") on freehold/leasehold land in phased manner. Each phase of the project is individually referred to as said project.
2. The said project has been registered with the Real Estate Regulatory Authority of the State. The details of the promoter and the said project are also available on the website of the Regulatory Authority.
3. The Allottee(s) has applied for allotment of a residential unit in the said project with knowledge and subject to compliance of all the laws, notifications and rules applicable to this area, and this said project/whole project, which have been explained by the promoter and understood by him/her.
4. The Allottee(s) is aware that in addition to the total price of the unit, the Allottee shall be liable and responsible to pay all taxes, including but not limited to GST, Cess or any other similar taxes which may be levied, in connection with the construction of the said project. The Allottee shall also be liable to pay External Development Charges (EDC) (if applicable), Internal Development Charges (IDC) (if applicable), maintenance deposit, upfront maintenance charges, documentation charges, charges towards water infrastructure fund (if applicable), stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Sale Deed, Sub- Lease Deed etc. in respect of the unit, which shall be exclusively borne and paid by the Allottee(s). The detail of the consideration and other amounts payable by the Allottee shall be mentioned in detail in the agreement for sale.
5. The Allottee(s) agrees and undertakes that in case of allotment of unit in the said project, he shall pay the balance total price amount strictly in accordance with the payment plan as agreed and signed between the promoter and the allottee, through Account Payee Cheque/Demand Draft or Online Payment (as applicable).
6. The Allottee(s) is aware that the total price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time till the date of completion of said project. The promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the promoter shall enclose the said notification/order/rules/regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.
7. The aforesaid total price includes the proportionate cost of fire-fighting and fire-safety equipments as required by the existing rules and regulations. If due to any subsequent legislation/government order, directives, guidelines or change/amendments in fire codes including the national building code, additional fire safety measures are undertaken then the Allottee(s) undertakes to pay, within thirty (30) days from the date of written demand along with copies of notifications/orders by the promoter, such additional expenditure incurred thereon in proportion to the carpet area plus balcony area of his/her/their/its unit to the total carpet areas plus balcony area of all the units in the said project.
8. The Allottee(s) shall make all payments as per the payment plan only from his bank account(s). The promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the unit in any way and the promoter shall issue the payment receipts in favor of the Allottee(s) only.
9. The Promoter shall have the right to adjust/appropriate the installment amount received from the Allottee(s) first towards the delay payment charges and other sums, if any, due from the Allottee(s) and the balance, if any, towards the Total Price.
10. The Allottee(s) has fully satisfied himself/herself about the right, title and interest of the promoter in the project land where the said project is proposed to be developed as per the applicable laws/guidelines and the Allottee(s) understands all limitations and obligations in respect thereof, and there will not be any objections by the Allottee(s) with respect to the same. The Allottee(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 promoter.
11. The Allottee(s) has accepted the plans, designs, specifications, unit number, location of the unit, floor plan, floor area and amenities of the said project and the Allottee(s) hereby agrees that the promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the unit without the previous written consent of the Allottee(s) and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under section 14 of the Act. However, facilities/services/development works/amenities, which are not part of the said project but will be provided as part of the subsequent phases of whole project, may be changed depending upon the nature, requirements and market demand and the promoter shall not be liable for obtaining consent for the same from the Allottee(s), unless such modification/alteration in the facility/ service/ development works/amenities affect the Allottee(s) directly.
12. The allotment of unit in the said project is entirely at the sole discretion of the promoter and the promoter reserves the right to accept or reject the application without assigning any reason thereof. The Allottee(s) further agrees and understands that the booking of the unit by the Allottee(s) is subject to realization of the booking amount paid towards

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Signature of First Applicant

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Signature of Second Applicant

the said unit. In case of non-realization of the same, promoter reserves the right to initiate appropriate legal proceedings against the Allottee(s) under the applicable law. Submission of booking/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. The Allotment of said unit in the said project shall be done by the promoter by issuing an allotment letter as per the prevailing laws/practices. The booking amount shall be paid by the Allottee(s) at the time of submitting this application and the balance amount shall be paid as per payment plan agreed by the Allottee(s).

13. In case of allotment of unit in the said project by the promoter, the Allottee(s) agrees to execute the promoters standard agreement for sale, sale deed or any other agreement and/or document, as and when called upon to do so by the promoter. A copy of company's standard agreements in respect of the said project is available on [ashianahousing.com](http://ashianahousing.com)
14. Cost of stamp duty and registration charges etc., as applicable in respect of execution of agreement for sale, sale deed, etc will be extra and shall be borne by the Allottee(s). All costs, charges, and expenses [subject to maximum of ₹ 10000/- ( ₹ Ten Thousand only) in relation to the costs of the preparing, executing the agreement for sale and sale deed and/or any other document or documents required to be executed by the promoter in respect of allotted unit, if any, shall be borne by the Allottee(s).
15. In the event of failure of the Allottee(s) to take over the possession of allotted unit, the promoter shall have the option to cancel allotment and forfeit 10% of the total price (hereinafter referred to as earnest money) and refund balance amount without any interest or the promoter may without prejudice to its rights under the agreement for sale, decide not to cancel the allotment of the unit and on such case the Allottee(s) shall pay the Promoter the following amount:-
  - a. The amount due with delay payment charges as mentioned in the notice for possession from the due date till the date of the payment.
  - b. Maintenance charges
  - c. Holding/safeguarding charges @ 0.1% per month on the total consideration of the unit.
  - d. Taxes
  - e. The Promoter shall withhold registration of the conveyance deed of the unit in favour of the Allottee(s); and refuse possession of unit to the Allottee(s) till payment of all the amount due by the Allottee.
16. In case the Allottee(s) fails to make payment as per payment plan despite having been issued demand notice in this regard the Allottee(s) shall be liable to pay delay payment charges as per rajasthan real estate (regulation and development) rules, 2017 ("Rules"). If the above mentioned condition extends for a period beyond 2 consecutive months after demand notice from the promoter in this regard, the promoter shall be entitled to cancel the allotment of the said unit in favour of the Allottee(s) and refund the amount paid to him by the Allottee(s) without any interest after deducting earnest money, all taxes, duties, cess, etc. deposited by the promoter to the concerned department/authority in respect of the unit, delay payment charges paid/payable by the Allottee(s) to the promoter after the sale of unit to a new allottee, from the amounts realized from the such new allottee
17. The Allottee(s) shall have the right to cancel/withdraw his allotment in the said project as provided in the Act: provided that where the Allottee(s) proposes to cancel/withdraw from the said project without any fault of the Promoter, before the completion of the project, the promoter shall be entitled to forfeit the earnest amount, taxes, duties, cess, etc. deposited by the promoter to the concerned department/authority in respect of the unit and all other penalties and delay payment charges in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s) shall be returned by the promoter to the Allottee(s) without any interest, from the amounts realized from the such new Allottee.

Cancellation by Allottee(s) after completion certificate- Where the Allottee(s) proposes to cancel/withdraw from the said project without any fault of the promoter, after receipt of completion certificate of the said project, the promoter shall be entitled to forfeit twice the earnest amount, all any taxes, duties, cess, etc. deposited by the promoter to the concerned department/authority in respect of the unit and all other penalties and delay payment charges in respect of the unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s) shall be returned by the promoter to the Allottee(s) without any interest, from the amounts realized from the such new Allottee.
18. The Allottee(s) is aware that the owners of the units/apartments in Phase I, which forms part of the whole project, shall form/ have already formed an association ("Agreement of Association"). All the owners of units/apartments in the whole project shall become members of the owners' association by payment of membership fees and shall abide by the bye-laws of the owners' association. The Allottee(s) shall become member of the owners' association by signing necessary forms/documents for the unit and hereby undertakes to comply with the bye-laws in letter and spirit.
19. In case the Allottee(s) 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 promoter shall facilitate the process subject to the following:
  - i. The terms of the employer/bank/financing Institution shall exclusively be binding and applicable upon the Allottee(s) only.
  - ii. The responsibility of getting the loan sanctioned and disbursed, as per the payment plan shall rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the promoter as per payment plan shall be ensured by the Allottee(s), failing which the Allottee(s) shall be governed by the provisions contained in clause 16 as above.

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Signature of First Applicant

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Signature of Second Applicant

20. The Allottee(s) agrees that in case the consideration of unit is ` 50 lacs or above, the Allottee(s) shall be liable for tax deduction at source (TDS) under section 194 IA of Income Tax Act, which is applicable from 1<sup>st</sup> June, 2013. Such TDS would be deducted from consideration being paid to the promoter. On every payment 99% amount is to be paid to the Promoter and 1% amount is to be deposited with Govt. of India (Income Tax Department), for the same Allottee(s) needs to issue certificate in form 16B to the promoter. The promoter shall not credit the amount in the account of the Allottee(s) till the time Allottee(s) has issued the certificate to the Company.
21. The Allottee(s) shall get his/her name, complete address, PAN No., e-mail I.D, phone no., aadhar no. registered with the promoter at the time of booking and it shall be his/her responsibility to inform the promoter 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 Allottee(s) shall be responsible for any default in payment and other consequences that might occur thereof.
22. The Allottee(s) shall not transfer/assign the said unit without the prior written consent/approval of the promoter. The promoter 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 promoter from time to time.
23. The Allottee(s) agrees that the development of the said project is subject to force majeure clause, which includes acts of god, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature.
24. The Allottee(s) 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 Allottee(s) understands that in order to maintain the administration of the project, the promoter has earmarked the parking spaces and the Allottee(s) undertakes to park his vehicle strictly in the parking space earmarked to him and not anywhere else in the whole project. The parking space earmarked to the Allottee(s) shall be meant exclusively for parking of specific number of vehicles and under no circumstances the Allottee(s) will be allowed to park vehicles more than the parking space earmarked for him or anywhere else in the whole project.
26. In case the allottee wants to avail of a loan facility from his employer or financial institutions to facilitate the purchase of the unit applied for, the promoter shall facilitate the process subject to the following:
  - a. The terms of the finance institutions shall exclusively be binding and applicable upon the allottee only.
  - b. The responsibility of getting the loan sanctioned and disbursed, as per the promoter'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 promoter as per schedule shall be ensured by the allottee, failing which the allottee shall be governed by the provisions contained in clause 14 as above
27. The promoter shall at all times have the first lien and charge on the said unit for all its dues and other sums payable by the Allottee(s) to the promoter.
28. In case the Allottee(s) is NRI/Foreign National Buyer, the adherence to the provisions of the Foreign Exchange Management Act, 1999 and any other law related thereto as may be prevailing at the time shall be the responsibility of the Allottee(s)
29. The Allottee(s) 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 promoter.
30. In case of joint application, all the correspondence shall be done only with the 'First Allottee' at the address for communication as it appears on the application form.
31. On intimation from the promoter, the Allottee(s) shall be bound to execute the agreement for sale and other documents as may be required by the promoter and the terms and conditions of the same shall be binding upon the Allottee(s). On failure to execute the same within thirty days (30) from the receipt of notice in this regard/or adhere to the terms and conditions mentioned therein, the promoter may at its option decide to either continue the allotment or cancel the allotment. and if so chosen by the promoter, earnest amount deposited by the Allottee shall be forfeited. However, in case cancellation of booking is done within 30 days from the date of booking full advance payment shall be refunded without interest. The Allottee(s) shall be liable to pay all the cost incurred by the promoter in respect of application and allotment of unit to the Allottee(s), including preparation of this agreement, postal cost, advocate fees, etc.
32. This booking/application form shall be construed in accordance with the Real Estate (Regulation and Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) rules, 2017 and regulations made thereunder including other applicable laws of India for the time being in force.
33. 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.

Date: .....

Place: .....

.....  
Signature of First Applicant

.....  
Signature of Second Applicant

## List of Documents required by Bank for Loan Processing

A customer can choose any Bank of his/her choice for the loan. Below mentioned are generally the standard documents required by the Bank for loan approval and disbursement. However, the documents required by different banks could vary. We request you to consult your loan officer for complete list of documents.

### Documents for Loan Approval

Documents	Salaried Customers	Self Employed Professionals	Self Employed Businessman
1) Signed loan Application form with photograph	✓	✓	✓
2) Identity and Residence Proof	✓	✓	✓
3) Education Qualification Certificates	✓	✓	✓
4) Form 16 & Last 3 years Income Tax Returns (self and business)	✓	✓	✓
5) Last 6 months bank statements of Salary Account / Current Account (As applicable)	✓	✓	✓
6) Processing fee cheque	✓	✓	✓
7) Certification in form 16 B under section 194 IA of Income Tax Act (if applicable)	✓	✓	✓
8) Proof of business existence		✓	✓
9) Last 3 years Profit/Loss and Balance Sheet		✓	✓
10) Business profile			✓
11) Last 3 months Salary-slips	✓		

### Documents for Loan disbursement

Payment Receipts	Submit all these original documents for verification and loan disbursement and keep a copy of all documents for future reference
Allotment Letter	
Agreement for Sale	
TPT - Tripartite Agreement	
PTM - Permission to Mortgage	
NOC from Bank (If applicable)	
Form 16 B (if applicable)	

To be filled in by the Booking officer

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

## APPLICANT'S CHECKLIST

(Office Copy)

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"> <li>• Cost Management Plan (CMP)</li> <li>• Booking Folder</li> <li>• Gift</li> <li>• Apna Ashiana</li> </ul>	<ul style="list-style-type: none"> <li>• Filled &amp; Signed application form with photograph</li> <li>• Filled &amp; Signed 80 IB declaration form (If applicable)</li> <li>• Signed Pan card copy</li> <li>• Address proof copy</li> </ul>
2	<ul style="list-style-type: none"> <li>• Payment Receipt</li> <li>• Allotment Letter</li> </ul>	<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.</p> <p>Please submit form 16 B under section 194 IA of Income Tax Act (if applicable)</p>
3	<ul style="list-style-type: none"> <li>• Builder - (Agreement for Sale)</li> <li>• Draft Maintenance Agreement (Two sets of each agreement)</li> </ul>	<p>Both copies of Agreement for Sale &amp; one copy of Draft Maintenance Agreement to be signed by all applicants on all pages &amp; send back to us. <u>(Two witnesses signatures are compulsory)</u></p>
4	<p>Receipt of both copies of signed agreement for sale 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 Agreement for Sale, in case of Loan cases TPT Agreement &amp; 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, Agreement for Sale, TPT Agreement &amp; 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.