

SECOND APPLICANT

First Name

Middle Name

Last Name

Name: Mr./Ms./Mrs./M/s.

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:

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 min sq ft

Carpet Area..... in sq min sq ft

Balcony Area..... in sq min sq ft

Lawn Area..... in sq min 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:
Place: Signature of First Applicant 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 construction linked payment plan.
3. In case the applicant is minor, attested copy of Birth certificate has to be produced in support of age.
4. As per Real Estate Regulation & Development Act. 2016, it is mandatory to get agreement for UDS & construction agreement registered before or on the payment of 10% of the total price.

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

1. M/s. Ashiana Housing Ltd. (hereinafter referred to as "the developer") proposes to develop and market a residential project (hereinafter referred to as "the project") on freehold/leasehold land owned by. Escapade Real Estate Pvt. Ltd (ERPL) 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.
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 developer and understood by him/her.
4. The Allottee(s) has fully satisfied himself/herself about the right, title and interest of the developer in the aforesaid land where the 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 developer and/or EREPL from time to time.
5. 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 all taxes or charges, present or future on land and/ or building levied by any authority, from the date of booking, payable to the authority and/or any statutory charges or charges to any department/ authority of state of Tamil Nadu. In addition, the Allottee shall also pay reducible interest free management deposit, upfront maintenance charges, documentation charges, stamp duty, registration charges and any other charges applicable at the time of registration of the agreement for undivided share in land, construction agreement and sale deed for undivided share in land 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 undivided share in land, and construction agreement.
6. The Allottee(s) agrees and undertakes that in case of allotment of unit in the said project, he shall pay the total price amount strictly in accordance with the payment plan as agreed and signed between the developer and the Allottee, through account Payee Cheque /Demand Draft or Online Payment (as applicable).
7. 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 which shall be borne and paid by the Allottee(s) in proportion of the carpet area plus balcony area of the unit to the total carpet area plus balcony area of all the units in the said project/whole project. The developer 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 developer 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.
8. The Allottee(s) shall make all payments as per the payment plan only from his bank account(s). The developer 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 developer shall issue the payment receipts in favor of the Allottee(s) only.
9. The developer 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 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 developer 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 developer 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 developer 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.
11. The final allotment is entirely at the sole discretion of the developer and the developer reserves the right to accept or reject an application without assigning any reason thereof. The Allottee(s) further agrees and understands that the booking of unit by the Allottee(s) is subject to realization of the booking amount paid towards the said unit. In case of non- realization of the same, the developer reserves the right to initiate appropriate proceedings, civil and/or criminal, arbitration against the Allottee(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 developer upon execution of "agreement for sale of undivided

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Signature of First Applicant

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Signature of Second Applicant

share/interest in the land" and "agreement for construction of unit" as per the prevailing laws/practices. The booking amount shall be paid by the Allottee at the time of submitting this application and the balance amount shall be paid as per payment plan/schedule opted by the Allottee.

12. The Allottee(s) is aware that according to the prevailing laws/customs and practices in the State of Tamil Nadu, any person desirous of owning an apartment in a real estate project is required to purchase undivided interest/share in the land and for the same purpose, such person is required to enter into an agreement for sale for purchase of undivided interest/share in the land along with construction agreement for the purpose of undertaking construction of the corresponding apartment on undivided interest/share in the land.
13. In case of allotment of unit, the Allottee(s) agrees to execute the company's standard construction agreement, agreement for sale of undivided share or interest in land ('UDS'), sale deed or any other agreement and/or document as and when called upon to do so by the company. A copy of company's standard agreements in respect of the said project is available on ashianahousing.com
14. The construction agreement, agreement for undivided share or interest in land and sale deed or any other documents for the conveyance of the said unit shall be executed and got registered in favour of the Allottee(s) within the reasonable time as per Real Estate Regulation and Development Act, 2016 (RERA) as and when called upon by the company to do so on the fulfillment of the terms & conditions and after receipt of sale consideration and other related charges as per payment plan. Cost of stamp duty and registration charges etc., as applicable will be extra and shall be borne by the Allottee(s). All costs, charges, and expenses [subject to maximum of `20,000/- (Twenty Thousand only) in relation to the costs of the preparing, executing the construction agreement, agreement for undivided share for interest in land and 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 Allottee(s). and that the developer shall not be liable to contribute anything towards such expenses. Such expected costs, charges and expenses, shall be payable in advance by the Allottee(s) on demand being made by the developer in this regard. The Allottee(s) shall be solely responsible for registration of the UDS in Phase II land, construction agreement and sale deed with the concerned registrar / sub-registrar as per prevailing laws of the concerned State Government & RERA.
15. In the event of the failure of the Allottee(s) to take over the possession of allotted unit, then the developer shall have the option to cancel allotment and forfeit 10% of the total price (hereinafter referred to as earnest money), taxes, duties, cess etc. delay payment charges, stamp duties & registry charges, if any payable on deed of cancellation and refund balance amount without any interest or the developer 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 developer the following amount:-
 - a) The amount due with delay payment charges as mentioned in the notice for possession from the due date till date of the payment.
 - b) Maintenance charges from the date of offer of possession as per notice of possession.
 - c) Holding/safeguarding charges
 - d) Taxes
 - e) The developer shall withhold registration of the conveyance deed 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.

However, notwithstanding anything mentioned hereinabove in this clause, in case the Allottee fails to take the possession of the unit within 30 days from the date of intimation of possession,, the developer, without prejudice to its rights under the Agreement for sale, shall be entitled to terminate the allotment and forfeit earnest amount, all taxes, duties, cess, etc. deposited by the developer to the concerned department/authority in respect of the unit, delay payment charges paid/payable by the Allottee(s) to the developer, stamp duty and registration charges, if any payable on the deed of cancellation and other charges payable for delay in taking possession and refund balance amount without any interest after the sale of unit to a new Allottee(s).

16. In case the Allottee(s) fails to make payment as per payment plan despite having been issued notice in this regard the Allottee(s) shall be liable to pay delay payment charges as per Tamil Nadu Real Estate (Regulation and Development) Rules, 2017 ("Rules"). If the above mentioned condition extends for a period beyond 2 consecutive months after notice from the developer in this regard, the developer 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 developer to the concerned department/authority in respect of the unit, delay payment charges paid/payable by the Allottee(s) to the developer 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 developer, before the completion of the project, the developer shall be entitled to forfeit the earnest amount, taxes, duties, cess, etc. deposited by the developer 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 developer to the Allottee(s) without any interest, from the amounts realized from the sale of unit to new allottee.

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Signature of First Applicant

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Signature of Second Applicant

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 developer 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 developer 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.
20. The Allottee(s) agrees that in case the total price of unit is ` 50 lacs or above, the Allottee/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 Allottee, till the time Allottee 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., 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 Allottee(s) shall be responsible for any default in payment and other consequences that might occur there of.
22. The Allottee(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.
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 Allottee.
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 Allottee(s) to the company.
26. In case the Allottee 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.
27. The Allottee 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.
28. 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.
29. 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 Allottee(s) hereby gives his/her consent to the company to obtain/receive such information on time to time.
30. On intimation from the developer, the Allottee(s) shall be bound to execute the agreements and other documents as may be required by the developer 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 developer may at its option decide to either continue the allotment or cancel the allotment. and if so chosen by the developer, 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 developer in respect of application and allotment of unit to the Allottee(s), including preparation of this agreement, postal cost, advocate fees, etc.
31. This application form shall be construed in accordance with the Real Estate (Regulation and Development) Act, 2016, Tamil Nadu Real Estate (Regulation and Development) Rules, 2017 and regulations made thereunder including other applicable laws of India for the time being in force.
32. 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.

Date:

Place:

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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">• Cost Management Plan (CMP)• Booking Folder• Gift• Apna Ashiana	<ul style="list-style-type: none">• Filled & Signed application form with photograph• Filled & Signed 80 IB declaration form (If applicable)• 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	Receipt of both copies of signed agreement for sale and one copy of draft maintenance agreement.	By this stage you should have got the loan approval letter from the Bank.
4	After signature at our end, we dispatch one set of Agreement for Sale, in case of Loan cases TPT Agreement & PTM to customer and other set will be retained by us	Customer will handover all the original documents like Allotment letter, payment receipts, Agreement for Sale, TPT Agreement & PTM to the Bank for loan disbursement.

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.