

To,

**Ashiana Homes Pvt. Ltd.**  
**3H, Plaza M-6, Distt. Centre Jasola**  
**New Delhi - 110 025**

Photograph  
First Applicant

Photograph  
Co-Applicant

Dear Sir,

I/We request for allotment of a residential unit as per details given below in the housing project "Ashiana Palm Court" being developed by you at **Noornagar, Tehsil & Dist. Ghaziabad off NH - 58, U. P.**

My/Our particulars are as given below:

**SOLE OR FIRST APPLICANT**

Applicant's Name	Mr/Mrs/Ms .....
Father/Husband's Name	.....
Permanent Address	..... ..... .....PIN..... Phone .....
Correspondence Address	..... .....PIN .....
Phone : Resi. ....	Mobile : ..... Office. ....
Fax .....	Email : .....
Date of Birth .....	Marital Status : <input type="checkbox"/> Single <input type="checkbox"/> Married, Date of Anniversary .....
Residential Status	<input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident <input type="checkbox"/> Foreign National of Indian Origin
Occupation :	<input type="checkbox"/> Govt. Service <input type="checkbox"/> Private Sector <input type="checkbox"/> Self Employed <input type="checkbox"/> Professional
Office Name & Address	..... ..... .....
Designation :	.....

**CO - APPLICANT**

Applicant's Name	Mr/Mrs/Ms .....
Father/Husband's Name	.....
Permanent Address	..... ..... .....PIN..... Phone .....
Correspondence Address	..... .....PIN .....
Phone : Resi. ....	Mobile : ..... Office. ....
Fax .....	Email : .....
Date of Birth .....	Marital Status : <input type="checkbox"/> Single <input type="checkbox"/> Married, Date of Anniversary .....
Residential Status	<input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident <input type="checkbox"/> Foreign National of Indian Origin
Occupation :	<input type="checkbox"/> Govt. Service <input type="checkbox"/> Private Sector <input type="checkbox"/> Self Employed <input type="checkbox"/> Professional

**INCOME TAX DETAILS:**

<b>First Applicant</b>	PAN/GIR No.		Ward No.		Circle No.	
<b>Co - Applicant</b>	PAN/GIR No.		Ward No.		Circle No.	

**FOR COMPANIES**

\*\*M/s  
 .....  
 a Company registered under the Company Act, 1956,  
 having its registered office at  
 .....  
 .....  
 through its duly authorized signatory  
 Shri/Smt. ....  
 Authorized by Board resolution dated .....

(hereinafter referred to as the intending allottee(s) which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) ( Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association enclosed )

*\*\* Delete whichever is not applicable*

**FOR PARTNERSHIP FIRMS / SOLE PROPRIETORSHIP**

M/s  
 .....  
 a sole proprietor ship concern through its proprietor / a partnership firm  
 duly registered under the Indian Partnership, Act through its partner  
 authorized by resolution dated  
 .....  
 Shri / Smt .....  
 S/W/o .....

(Hereinafter referred to as the intending allottee(s) which expression shall unless repugnant to the context or meaning thereof be deemed to include his/ her legal representatives , administrators , executors and assigns all the partners of the partnership firm and theirs heirs, legal representatives, administrators executors, successors and assigns) (Copy of the resolution signed by all Partners enclosed)

**DETAILS OF FLOOR / FLAT / RESIDENTIAL UNIT APPLIED FOR:**

	Type	Super Area	Accommodation
<input type="checkbox"/>	A	1275 Sft	3 Bedroom + 2 Toilet unit

**Phase :** \_\_\_\_\_ **Unit No. :** \_\_\_\_\_  
**Floor :** \_\_\_\_\_ **Tower No. :** \_\_\_\_\_

**Reserved Car Parking Space :**  Open  Stilt Floor  
 Basement Floor

**Payment Plan :**  Down Payment  
 Installment Payment  
 EMI Sharing Scheme

Basic Sale Price (BSP)	: Rs.
Preferential Location Charges (PLC)	: Rs.
Reserved _____ Car Parking Space in _____	: Rs.
<b>Total (A)</b>	<b>: Rs.</b>
External Electrification Charges (EEC)	: Rs.
Fire Fighting Charges (FFC)	: Rs.
Club Membership	: Rs.
Power Backup System Installation (1 KW)	: Rs.
Reticulated Cooking Gas Supply Provision	: Rs.
<b>Total (B)</b>	
<b>Total Payable (A + B)</b>	<b>: Rs.</b>

I/We have read and understood the Company's terms and conditions forming part of this application and agree to abide by the same.

I/We agree to sign and acknowledge acceptance of Flat Allotment Letter as and when required by the Company on the Company's standard format. I confirm and accept that my allotment shall be confirmed only upon issue of the Flat Allotment Letter by the Company duly accepted by me.

I/We agree to pay further installments as stipulated/demanded by the Company in accordance with mode of payment agreed upon.

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

**I/We, declare and confirm that we have applied for allotment of the above said dwelling unit Directly or through your authorised property agent/broker namely .....**  
(To be filled by the Applicant only)

I/We, the above applicant(s), do hereby declare that the above mentioned particulars/information given by me/us are true and correct.

Place : .....  
Date : .....

.....  
Signature of First Applicant  
.....  
Signature of Second Applicant

**FOR OFFICE USE ONLY**

**Check List for Receiving Officer**

Receiving Officer: Name .....  
Signature ..... Payment received vide  
Ch. / DD No. .... dated .....  
for Rs. .... Drawn on.....  
.....  
.....

- Booking Amount (10% of the BSP)
- Customer's Signature on all pages of the application form
- Photocopy of PAN Card / Form 60
- For Companies : Memorandum & Articles of Association / Board Resolution /
- For Partnership Firm : Partnership Deed and authorization letter from all partners and Deed registration certificate. For proprietor affidavit attested by Bank.
- For NRI : Passport Photocopy
- For Foreign National : IPI – 7 / Passport Photocopy. NRE / NRD A/c.

Booking : DIRECT / Authorised Agent

Agent's Name & Address, Stamp : .....

Remarks : .....

\_\_\_\_\_  
(Receiving Officer)

\_\_\_\_\_  
(Site Sales Manager)

\_\_\_\_\_  
(Customer Care)

\_\_\_\_\_  
(EDP Manager)

\_\_\_\_\_  
(Marketing Manager)

\_\_\_\_\_  
(Director)

**Indicative Terms & Conditions Forming part of this  
Application for Allotment of a Dwelling Unit in ASHIANA PALM COURT a Residential Complex, at  
Noornagar, Tehsil & Dist. Ghaziabad off NH - 58, U. P.**

The terms and conditions given below are tentative and of indicative nature with a view to acquaint the applicant with the terms and conditions as comprehensively set out in the Flat Allotment Letter which, upon issue, shall supersede the terms and conditions set out in this application.

That for all intents and purposes and for the purpose of the terms and conditions set out in this application, singular includes plural and masculine includes the feminine gender.

1. The Applicant has applied for registration for allotment of a residential unit in the above Scheme / Project being developed by Ashiana Homes Pvt. Ltd. under approval from Ghaziabad Development Authority (GDA).
2. The Applicant has fully satisfied himself about the right, and interest of the company in the land on which the unit is being constructed and has understood all rules, regulations, obligations and limitations in respect thereof which have been explained by the company and understood by the applicant and there will not be any objection by the Applicant / Allottee in this respect in future.
3. The application is to be accompanied with the booking amount, as earnest money as per the payment plan, by an A/c payee cheque or draft favouring "**ASHIANA HOMES PVT. LTD. A/c. PALM COURT**" payable at New Delhi. No outstation cheques shall be accepted.
4. 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.
5. (a) The Applicant has seen and accepted the proposed building plans, specifications, location of the unit / building, floor plans and other terms and conditions of the aforesaid project as shown in the sale brochures/documents which are subject to alterations and modifications by the architect/Company or any competent authority before or during the course of construction and the Applicant is making this application with full knowledge about the same and agrees that the Company shall be entitled to do so without any objection or claim from the Applicant/Allottee.

As per the layout plans it is envisaged that the Dwelling Units / Apartments / Flats on all floors shall be sold as independent dwelling units with impartible and undividable proportionate share in the land area underneath the building with all common areas and services / facilities within the respective building and the complex to be used and maintained jointly by all the allottees of the said complex.

- (b) The Company may, on its own, provide additional/better specifications and/or facilities other than those mentioned in the specifications sheet or sale brochures due to technical reasons or due to popular demand or for reasons of overall betterment of the complex/individual unit. The same shall be binding on the Allottee and the proportionate cost of such changes shall be borne by the Allottee.
  - (c) The Company shall have the right to effect suitable necessary alterations in the layout plans of the buildings or block of buildings, if and when found necessary, which alterations may involve all or any of the following changes, namely change in the position of the unit, change in the number of the unit and / or change in its dimensions or change in the height of the building or change in its area.
  - (d) The Company shall be responsible only for providing internal services within the peripheral limits of the complex. It is clearly understood that external services such as sewer, water, drainage connections, external roads, electricity power connection and its feeder line and any other essential connectivity to municipal / government facility are to be provided by the government / concerned local authority upto the periphery of the complex.
6. The Applicant agrees that he shall pay the price of the residential unit and other charges on the basis of super-built-up area of the unit, which comprises of: the built-up area / covered area of the unit including area under periphery walls and columns, the area of balconies / verandahs, cupboards, windows projections etc, proportionate share of common areas within the building like staircase, mummy, Lift wells & machine room, lobbies and passages on all floors and the proportionate share of common service areas in the complex like community facilities, security rooms, maintenance staff rooms, electric sub-station, pump rooms, underground/overhead water tanks etc. If there is any increase/decrease in the final super-built-up area, then necessary adjustment will be made in the price of the unit based on original rate at which the unit was allotted.
  7. The applicant agrees to pay additionally preferential location charges as fixed by the Company and in a manner and within the time as stated in the payment plan. However, the Applicant agrees that if due to any change in the layout plan, the allotted residential unit ceases to be in a preferred location, the Company shall be liable to refund only the amount of preferential location charges paid by the Allottee. If due to any change in the layout plan, the allotted residential unit becomes preferentially located, then the Allottee shall be liable and agrees to pay additional preferential location charges as stated in the Price List / Payment Plan.
  8. Save and except for force majeure conditions and reasons beyond its control, if the Company is not in a position to hand over the allotted residential unit to the allottee, the Company shall be responsible only to consider for allotting any alternative available property or refund of the amount paid with simple interest @ 10% per annum and the Company shall not be liable for any compensation on this account.
  9. The Applicant hereby agrees that 10% of the basic sale price of the unit shall constitute earnest money. In case of non-fulfillment of these terms and conditions and/or those of Flat Allotment Letter by the Allottee or if inability is expressed by the Allottee to perform his/her part of the contract, the allotment shall stand cancelled and the earnest money paid by him/her to the Company shall be forfeited and balance amount, after adjustment of over due interest and other dues if any shall be refunded to the Allottee without any interest after 120 days from date of cancellation of allotment.
  10. The Applicant/Allottee agrees to sign and acknowledge acceptance of the Company's Standard Flat Allotment Letter when called upon to do so by the Company.
  11. Timely payment of installments as indicated in the Payment Plan is the ESSENCE of the allotment. No separate letter for payment of installments on the due dates will be issued. It will be obligatory on the part of the Allottee to make the payment on or before the due dates. If any installments as per payment schedule is not paid within due date, the Company will be charging 18% interest per annum on the delayed payment from the due date. Further, if the payment remains in arrears for more than 30 days, the allotment shall automatically stand cancelled without any prior intimation / notice to the allottee and the Allottee will cease to have any lien on the Unit. Out of the amount deposited by the allottee the earnest money being 10% of the Basic Sale Price (BSP) will stand forfeited, and after deduction of overdues interest, amounts received from housing finance companies / banks against the said allotment and any other charges, the balance amount, if any shall be refunded without interest after 120 days of cancellation of allotment. However, the Company may, at its sole discretion, condone the delay in payment exceeding 30 days by charging interest @ 18% p.a. and restore the allotment in case the allotted unit has not been allotted to someone else. Alternate unit, if available, may also be offered in lieu.

Time is the essence with respect to the Applicant's obligations to pay the sale price as provided in the payment schedule alongwith other payments such as applicable stamp duty, registration fee and other charges more specifically stipulated in the Allotment Letter to be paid on or before due date or as and when demanded by the Company as the case may be and also to perform or observe all other obligations of the applicant under the Flat Allotment Letter. It is clearly agreed and understood by the Applicant that it shall not be obligatory on the part of the Company to send demand notices / reminders regarding the payments to be made by the Applicant as per the Schedule of Payments or obligations to be performed by the Applicant.

However, the Company may in its sole discretion, waive its right to terminate the Flat Allotment, and enforce all the payments and seek specific performance of same. In such a case, the Parties agree that the possession of the Unit will be handed over to the Applicant only upon the payment of all outstanding dues, penalties etc., along with interest by the Applicant to the satisfaction of the Company.

12. 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.
13. Upon Application for / receipt of the completion certificate or certificate of occupancy / use from the competent authorities, the Allottee shall be advised to take possession of the allotted unit within 30 days of intimation after settlement of all accounts. Possession of the allotted unit shall be given only after receipt of total payment and dues including stamp duty charges and registration costs and any other charges etc due in terms of Flat Allotment Letter or otherwise for the allotted unit. In case of failure to settle the account and to take possession within 30 days of intimation, the allotted residential unit shall lie at the risk and cost of the Allottee and the Allottee shall also be liable to pay holding charges @ Rs. 5/ Sft. Per month or as fixed by the Company for the delay period along with recurring monthly maintenance charges etc.

14. The physical possession of the unit will be given to the Allottee only after execution of the sale / transfer / conveyance deed. The Allottee shall get exclusive possession of the built up area of his unit and shall have no right in the remaining part of the building / complex except the right of use and ingress and egress in the common areas, services and facilities within his building / complex. All the common areas and / or land and common facilities and services including unsold / un allotted spaces shall remain the property of the Company. The Sale / Conveyance Deed of the allotted residential unit shall be executed and registered in favour of the Allottee at the time of possession of the residential unit after receipt of total payments and dues in respect of the said unit including stamp duty charges and registration costs, legal charges, other incidental expenses and any other extra charges which may be due etc.
15. All charges, expenses, stamp duty, court fee, official fees etc. towards documentation, execution and registration of sale / conveyance deed, including nominal documentation & services charges, legal charges and other incidental expenses will be borne and paid by the Allottee. If the Company incurs any expenditure towards the registration of the unit, the same shall be reimbursed by the Allottee to the Company. In case the stamp duty or other charges payable by the Allottee to the authorities at the time of registration is discounted due to reason of prior payment of some / all charges by the Company, such discount availed by the allottee shall be reimbursed to the Company prior to registration.
16. The Applicant/Allottee undertakes to abide by all the laws, rules and regulations or any other law as may be made applicable to the said property i.e. land, building, residential unit, car parking spaces, other common areas, club house amenities and facilities. All taxes, levies, charges or assessments levied by GDA or any other authority on the land and / or the building shall henceforth be payable by the Allottee.
17. The Allottee shall comply with all legal requirements for purchase of immovable property wherever applicable and sign all requisite applications, forms, affidavits, undertakings etc. required from time to time for purchase of said residential unit.
18. The Applicant hereby authorizes and permits the Company to raise finance / loan from any financial institution / bank by way of mortgage / charge / securitisation of receivable of his unit being free of any encumbrances at the time of execution of sale deed. The Company / Financial Institution / Bank shall always have the first lien / charge on the said Unit for all its dues and other sums payable by the Applicant or in respect of the loan granted for the purpose of the construction of the said Building / Complex. In case of the Applicant who has opted for long-term payment plan arrangement with any financial institutions / bank the conveyance of the Unit in favour of the Applicant shall be executed only upon the Company receiving No Objection Certificate from such financial institutions / banks.
19. All or any dispute arising out of or touching upon or in relation to the terms of this Application or Flat Allotment Letter including the interpretation and validity thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments, modifications thereof for the time being in force. The arbitration proceedings shall be held in New Delhi by a Sole Arbitrator to be appointed by the Company. The Applicant hereby confirms that he shall have no objection to this appointment. The Courts at New Delhi shall alone have the jurisdiction in all matters arising out of / touching and / or concerning this Flat Allotment Letter regardless of the place of its acceptance.
20. The Allottee shall comply with the requirements of the Income Tax Act, 1961, as applicable, if any.
21. It is abundantly made clear that in respect of all remittances, acquisition / transfer of the said Unit it shall be the sole responsibility of non-resident / foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or another applicable law and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Application or Flat Allotment Letter. Any refund, transfer of security if provided in terms of the Flat Allotment Letter shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Applicant understands and agrees that in the event of any failure on his part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Applicant shall keep the Company fully indemnified and harmless in this regard. The Company accepts no responsibility in this regard.
22. The Allottee shall not use or allow to be used the unit for any non-residential purpose or any activity that may cause nuisance to other Allottee in the complex.
23. (a) The Company shall endeavor to complete the construction of the unit within a period specified in the Flat Allotment Letter, subject to timely payment by the Allottee of installments and other charges when due and payable or demanded by the Company and other conditions beyond control of the Company. The Company on obtaining completion certificate/certificate of occupation and use from GDA, shall hand over the unit to the Allottee subject to the Allottee having complied with all the terms and conditions of the Flat Allotment Letter.  
 (b) The applicant agrees that the development of the project is subject to force majeure conditions which includes delay for any reason beyond the control of the Company like non-availability of building materials, labour problems 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/Competent Authority, delay in issue of completion certificate/occupancy certificate, electric power supply connection or any other reason beyond the control of the Company including force majeure and in such an event, the Company shall be entitled to reasonable extension of time without the Allottee being entitled to claim compensation of any nature whatsoever for the period of delay.
24. The complex and its common facilities are proposed to be managed by the Company or a Facilities Management agency nominated by the Company initially for a period of 2 years and thereafter for a renewed/extended period till the same is handed over to any local body, Residents Association/ Society or the arrangement is terminated by the Company. The Applicant / Allottee agrees to enter into a Agreement for Complex Maintenance & Facilities Management with the Company and / or its nominated agency and to pay the monthly and other bills / demands for Complex Maintenance & Facilities Management properly and regularly.  
 The Allottee shall pay Advance Maintenance Charges for Two Years (AMC) at the time of possession of the said unit. The maintenance charges shall be fixed based on costs of services and materials / consumables as prevailing at the time of offer of possession. The AMC shall be levied / payable from the date of deemed possession. The AMC shall be utilised for meeting cost of providing Complex Maintenance & Facilities Management services viz complex security, common area house keeping, garbage disposal, horticulture, maintenance of lifts, generators, water pumps, filtration units, fire pumps, EPABX system and other common area electro-mechanical equipments including their AMCs, salaries and remunerations of electricians, plumbers, Estate Manager and other staff for the maintenance of the complex. The proportionate share of expenses on account of common area electricity consumption, generator power backup (individual flat plus common areas) shall be charged extra on super area basis or as per actuals / units consumed.  
 It is understood that the right to use of common facilities shall be subject to regular and timely payment of Complex Maintenance & Facilities Management bills and other charges as fixed from time to time. The Applicant / Allottee also agrees to deposit with the Company an Interest Free Security for Facilities Management (IFSM) as fixed by the Company before possession.
25. The Applicant shall use community spaces / services in the complex as per stipulated terms, conditions, rules and regulations framed for the purpose by the Company including pay-by-use basis. The central green lawns shall not be permitted to be used for conducting personal functions like marriages, parties etc.
26. The Applicant agrees and undertakes that the Applicant shall not sell, transfer, assign or part with his right, title, or interest, in the said Unit or any portion thereof, even after the allotment is made in his favour, until all the dues payable to the Company are fully paid and the Deed of Conveyance has been executed in his favour. Subject to applicable laws and notifications or any government directions as may be in force, the Company may permit the Allottee to assign his allotment only after receipt of minimum 25% of Basic Sale Price (BSP) of the said unit along with any other dues / outstandings / interest on delayed payment etc. and payment of Administrative Charges @ Rs. 50/ per Sqft. or any other fee as decided by the Company from time to time. The Allottee shall be solely responsible and liable for all legal, monetary and other consequences that may arise from such assignment of his allotment.
27. The Allottee shall also be required to pay requisites charges as fixed by the Company for connections for water, sewer, and electricity for the allotted residential unit.
28. In case there are joint applicants/allottees all communications shall be sent by the Company to the First Allottee only at the mailing address given by him which shall be deemed as served on all Applicants/Allottees and no separate communication shall be sent to the joint applicants/allottees. The address given in the application form shall be final unless any change is intimated under Registered A/D letter. All demand notices, letters etc. posted at the given address shall be deemed to have been received by the Allottee and the Allottee shall be responsible for any default in payment and other consequences that might occur therefrom.
29. I/We have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us generally with the terms and conditions as comprehensively set out in the Flat Allotment Letter which shall supersede the terms and conditions set out in this application.

Place : .....

Date : .....

.....  
 Signature of First Applicant

.....  
 Signature of Second Applicant