

# AHINSHA BUILDERS PVT. LTD.

Corporate Office: 416, "Arunachal Building" 19, Barakhamba Road, New Delhi - 110001



### **APPLICATION FORM**

APPLICATION DATE	:	<u> </u>			
NAME OF APPLICANT	:	S			
FATHER'S/ HUSBAND'S/ GUARDIAN'S NAME	:				Paste Passport Size Photograph
DATE OF BIRTH	:				
RESIDENTIAL STATUS	:	RESIDENT	NON-RESIDENT		
		FOREIGN NATIONAL OF	INDIAN ORIGIN		
OCCUPATION	:	SERVICE	SELF EMPLOYED		
		PROFESSIONAL	OTHER (SPECIFY)		
PROFESSION	:				
ANNUAL INCOME	:	7			
CORRESPONDENCE ADDRESS	:				
PERMANENT ADDRESS	;		COUNTRY		
		STATE	COUNTRY	PIN CODE _	
TELEPHONE NUMBER	:	r	E-MAIL		
MOBILE	:	9			
PERMANENT ACCOUNT NUMBER (PAN)	:	o <del></del>			

CO-APPLICANT (1) / NOMINEE DETAIL	; <u></u>
FATHER'S/ HUSBAND'S/ GUARDIAN'S NAME	:
DATE OF BIRTH	:
RESIDENTIAL STATUS	: RESIDENT NON-RESIDENT FOREIGN NATIONAL OF INDIAN ORIGIN
ADDRESS	:
	STATE PIN CODE
TELEPHONE NUMBER	: E-MAIL
MOBILE	:
PERMANENT ACCOUNT NUMBER (PAN)	:
CO-APPLICANT (2)	:
FATHER'S/ HUSBAND'S/ GUARDIAN'S NAME	:
DATE OF BIRTH	:
RESIDENTIAL STATUS	: RESIDENT NON-RESIDENT FOREIGN NATIONAL OF INDIAN ORIGIN
ADDRESS	:
	STATECOUNTRY PIN CODE
TELEPHONE NUMBER	:
MOBILE	:
PERMANENT ACCOUNT NUMBER (PAN)	:
PROPERTY TYPE	: RESIDENTIAL FLOOR/BLOCK/TOWERUNIT NO
PAYMENT PLAN	: DOWN PAYMENT CONSTRUCTION LINKED OTHER
DOWN PAYMENT REBATE	:%
SUPER BUILT UP AREA	:SQ. FT. (APPROX.)SQ.MTR. (APPROX.)
BASIC RATE	:PER SQ. FT. / SQ. MTR.
NUMBER OF PARKING SPACE (S)	: Back to Back
PARKING SPACE LOCATION	: 1st BASEMENT

POWER BACKUP (Required) :					
(5 KVA Mandatory for 3 BHK but not exceeding 7.5 KVA / per unit) (7 KVA Mandatory for 4 BHK but not exceeding 10 KVA / per unit)					
BASIC SALE PRICE ("BSP") :	₹				
PREFRENTIAL LOCATION CHARGES (PLC) (if any) :	₹				
PRICE OF EXCLUSIVE USE OF CAR PARKING SPACE :	₹				
CLUB MEMBERSHIP FEE ("CMF") :	₹				
INTEREST FREE MAINTENANCE SECURITY ("IFMS") :	₹				
AREA DEVELOPMENT CHARGES ("ADC") :	₹				
POWER BACKUP :	₹				
EXTRA CAR PARKING SPACE (IF ANY) :	₹				
OTHER CHARGES (IF ANY) :	₹				
GRAND	TOTAL: ₹				
*NOTE: Service Tax and Other Statutory Taxes as applicable shall be paid by the buyer separately					
AMOUNT PAID AT THE TIME OF BOOKING : ₹					
HOME LOAN REQUIRED : YES NO					
IF YES, PREFERENCE OF BANKS / FINANCIAL INSTIT	UTION				
1					
2					
3					
4					
BOOKING THROUGH : DIRECT BROKER / SALES ORGANIZER					
NAME OF BROKER /					
SALES ORGANIZER :					
SIGNATURE & STAMP OF BROKER / SALES ORGANIZER APPL	LICANT(S) SIGNATURE				
(1)					
(2)					
DATE:					
PLACE:(3)					

### DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM

### FOR RESIDENTS OF INDIA

- Copy of PAN Card.
- Address Proof.
- Photographs of all applicant.

#### PARTNERSHIP FIRM

- Copy of PAN card of the partnership firm.
- Copy of partnership deed.
- Proof of registered office.
- In case the partner(s) have signed the documents, an authority letter from all the other partner(s) authorize the said person(s) to act on behalf of the firm.

### PRIVATE LIMITED & LIMITED COMPANY

- Copy of PAN card of the company.
- Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the company secretary of the company.

#### HINDU UNDIVIDED FAMILY (HUF)

- Copy of PAN card of HUF.
- Address Proof.
- Authority letter from all coparcener's/Members of HUF authorizing the karta to act on behalf of HUF.

#### NRI/ FOREIGN NATIONAL OF INDIA ORIGIN

- Copy of the individual's passport.
- In case of demand draft (DD), the confirmation from the banker station that the same is prepared from the NRE/NRO account of the applicant.
- In case of a cheque, all payments should be received from the NRI/NRO/FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party.

#### TERMS & CONDITIONS FOR ALLOTMENT

- 1. This Group Housing Plot is allotted by Municipal Corporation of Faridabad (MCF) on free hold basis.
- 2. The applicant(s) has fully satisfied himself/herself about the title/development rights of the Company in the project land on which the flat (hereinafter referred to as 'unit') will be constructed/developed and has understood all limitations and obligations of the company in respect thereof. There will be no more investigation/objection by the applicant(s) in this respect. The Applicant(s)/Allottee(s) have fully satisfied himself with the specification of the project and Flat/Unit.
- 3. The drawings/plans displayed in the office of the Company showing the proposed Project (hereinafter referred to as 'the Project') is provisional and tentative. The Company can carry out such additions, alterations and deletions in the layout plan, building plans and floor plans as the Company may consider necessary or as directed by any Competent Authority while sanctioning the building plans or at any time without any objection by applicant(s)/allottee(s).
- 4. The applicant(s) for a built-up unit shall pay the price of the unit on the basis of the super area (Super area includes the covered area plus balconies, cupboards, projections, lofts & proportionate common areas such as corridors, passages, staircase, lifts, lift lobby, lift rooms, guard room, services in basement, club, underground and overhead water tanks, mumties etc.) and all other charges as and when demanded by the Company.
- 5. The external development charges, infrastructure development charges or any other charges as may be demanded by the Authorities will be charged additionally and shall be paid by the applicant(s) as and when demanded by the Company or as per the price list/payment plan given.
- 6. The timely payment of installments and other charges shall be the essence of the allotment. In case of default the earnest money would be forfeited and the balance, if any, would be refundable without interest. In exceptional circumstance, the company may in its sole discretion, condone the delay in payment by charging interest at the rate 24% per annum on the delayed amount.
- 7. The applicant(s) shall reimburse to the Company or/and pay on demand all taxes, levies or assessments whether levied now or leviable in future, on land and/or the building as the case may be, from the date of allotment, proportionately till the unit is assessed individually.
- 8. As per section 194 IA of IT Act, 1% TDS is required to be deducted on each payment w.e.f. 1st June 2013 which shall be deposited by the customer directly and Form 16B to be submitted to the company within 30 days from the date of payment made.
- 9. The Company on completion of the construction/development shall issue final call notice to the applicant(s), within 30 days thereof, the applicant(s) shall remit all dues and take possession of the unit, in the event of his/her failure to take possession for any reason whatsoever, he/she shall be deemed to have taken possession of the allotted unit and shall bear all maintenance charges and any other levies on the account of the allotted unit.

- 10. The applicant(s) shall pay proportionate charges for maintenance and upkeep of common areas and services of the project to the company/its nominated agency. This Agreement will be carried out until the services handed over to a body corporate of society or association of the buyers. The company/maintenance agency shall be entitled to withdraw from maintenance of the project without assigning any reasons. The applicant(s) shall sign a separate maintenance agreement with the company/maintenance agency; make an interest free security deposit for the timely payment of the maintenance charges and contribution to the replacement and sinking funds as determined by the company/maintenance agency.
- 11. (a) The conveyance/sale deed shall be executed in favor of the applicant(s) on receipt of all payments as due. The applicant(s) shall pay the stamp duty, registration charges and all other incidental charges for execution of conveyance/sale deed in favor of himself/ herself.
  - (b) Till the conveyance/sale deed is executed, the Company shall continue to be the owner of the project land and also the unit agreed to be allotted.
- 12. The applicant(s) shall get his/her complete address registered with the company at the time of booking and it shall be his/her responsibility to inform the Company by registered A/D letter about all subsequent changes, if any, in his/her address.
- 13. In all communications with the Company the reference of unit booked must be mentioned clearly.
- 14. The applicant(s) shall not be entitled to get the name of his/her nominee substituted in his/her place without the prior approval of the Company. Such approval shall be granted on payment of administrative charges as prescribed by the Company.
- 15. The applicant(s) shall abide by all the Laws, Rules and Regulations applicable to the said unit and/or the project.
- 16. The applicant(s) shall pay the basic sale price, allied charges and other charges of unit as per the price list/payment plan opted by him/her out of the options prescribed by the Company. All payments shall be made by cheque/bank draft payable at New Delhi. Outstation cheques shall not be accepted.
- 17. The applicant(s) shall not use the premises for any activity other than the use specified for.
- 18. In case there are joint applicant, all communications shall be sent by the Company to the applicant whose name appears first and at the address given by him /her for mailing, which shall for all purposes be considered as served on to all the applicant(s) and no separate communication shall be necessary to the other named applicant(s).
- 19. The Company shall be entitled to raise finance/loan from any Financial Institution/Bank by way of mortgage/charge/securitization of receivables and creating charge of the project land. In case of the applicant(s) who have taken loan from any Financial Institution/Bank, the conveyance/sale deed of the unit in favor of the applicant(s) shall be executed only upon the Company receiving 'No Objection Certificate' from such Financial Institution/Bank and the conveyance/sale deed shall be handed over to the lending Institution if so required by them. However, the charge shall be retrieved before handing over the possession of the unit.
- 20. Loans from financial institutions to finance the said Apartment may be availed by the Applicant. However, if a particular Financial Institution/Bank refused to extent financial assistance on any ground, the Applicant shall not make such refusal an excuse for non-payment of further installments/dues.
- 21. It is specifically understood by the applicant(s) that the Company may incorporate additional terms and conditions in the Flat Buyer Agreement/Allotment Letter over and above the terms and conditions of allotment as set out in this application.
- 22. Flat/Unit shall be sold as an independent Flat/Unit with impartible and undivided proportionate share in the land underneath the building. Allottee shall not be permitted to construct anything on the terrace. However the Developer shall have the right to explore the terrace in case of any change in the F.A.R., stands Floor Area Ratio.
- 23. The Applicant(s) understands and agrees that the allotment of the unit shall be made by the company on 'First-come-First Served' basis subject to receipt of full booking amount and scrutiny of the Application form for provisional allotment. The Applicant(s) further understands and agrees that subject to the conditions mentioned herein, if the Applicant(s) has indicated any preference for the allotment of a Unit on any particular floor and/or location, the allotment shall be made by the Company subject to the availability of the Unit in accordance with preference indicated by the Applicant(s).
- 24. In case, the Applicant(s) has booked the Unit through a channel partner/broker/agent, the channel partner/broker/agent alone shall be responsible for any representations/promises/commitments made by such channel partner to the Applicant(s), save and except as mentioned herein, and the Applicant(s) agrees that the Company shall not be responsible for any such representations/promises and/or commitments made by a channel partner/broker/agent to the Applicant(s).
- 25. "Earnest Money" shall mean 15% of the Total Cost of Property, including the booking amount paid by the Applicant(s). The Applicant(s) agrees that the Company shall be entitled to cancel the allotment and forfeit the Earnest Money paid by the Applicant(s), along with the Non Refundable Amounts in case of non fulfillment/ breach of the terms and conditions of the Application and the Agreement including withdrawal of the Application and also in the event of the failure by the Applicant(s) to sign and return to the Company Agreement within thirty (30) days from the date of confirmation of booking by the Company. Thereafter the Applicant(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the said Flat/Parking Spaces. It is understood by the Applicant(s) that the company is not required to send reminders/notices to the Applicant(s) in respect of the obligations of the Applicants(s) as set out in this Application and/or Agreement and the Applicant(s) is required to comply with all its obligations on its own. The company shall thereafter be free to resell and/or deal with the said Flat/Parking spaces in any manner whatsoever.
- 26. If for any reason whether within or out of the control of the company whole or part of scheme is abandoned no claim shall be preferred except that the money received from the allottee(s) will be refund, in full, without any interest.
- 27. The construction of the project is likely to be completed as early as possible; the following factors can affect the construction i.e. no regular and timely payments by the allottee(s), non availability of the building material etc. any dispute with the contractor, change of law by Government/local authorities/any court order/force majeure circumstances etc. no claim by way of damage, compensation shall lie against the company in case of delay in handing over the possession on account of the aforesaid reasons or any other reason beyond the control of the company.
- 28. The project is comprising many blocks, as soon as the construction of any particular block(s) will be completed with all the basic amenities attached to that block(s) the company after applying for the completion certificate of particulars block(s) to the authority concerned will offer the possession of the Flat in that block(s) to the allottee(s), the construction of remaining blocks will be ongoing and it can take further time to the completion, the allottee(s) have to take possession of his/her/their Flat and when it will be offered to the allottee(s) and the allottee(s) shall not deny for taking the possession on account of delay in issuance of completion certificate by the authority concerned or ongoing construction or any other reason whatsoever. It is hereby cleared to the allottee(s) that the completion certificate in part may also be applied for the particular block(s), after completing the construction, depositing the requisite fee and obtaining the NOC's from all the concerned department(s) therefore the gap after applying for completion certificate and issuance of a completion certificate shall not be a reason for denial of taking the possession by the allottee(s).
- 29. The construction could be completed prior to the period given in the Allotment Letter/ Flat Buyer Agreement, in that case the allottee(s) shall not refuse to take the possession on any ground whatsoever. The period given in the Allotment Letter/ Flat Buyer Agreement is an assessment only and construction could be completed earlier to that.

- **30.** The allottee(s) shall be liable to pay the maintenance charges from the date of offer of possession after getting of the occupation certificate granted by concerned authorities, irrespective of the date on which the Allottee take the possession of the said Flat.
- 31. If there is delay in handing over possession of Flat after expiry of period given in the Allotment Letter/ Flat Buyer Agreement due to any other reason(s) which are within the control of company, the company will pay to the allottee(s) delayed possession charges ⊚ ₹10/sq.ft per month in respect of the super built up area of the Flat for the delayed period (Commencing from the date of expiry of construction period only), provided that all due installments from the concerned allottee(s) were received in time including grace period. Similarly, the penalty of ₹10/sq.ft on delay in taking possession shall also be applicable to the allottee(s) and payable by the allottee(s) if the allottee(s) does not proceeds with requisite compliance as per the letter "Offer for Possession" the said penalty shall commence from the date of offer of possession, this holding/waiting period shall have with maximum time limit of 6 months thereafter the said allotment shall be treated as cancelled and no other claim except to refund of amount without any interest as per the terms and conditions of the allotment letter shall be entitled and entertained. Further in case of bank loan the due amount will be refundable to the bank and balance amount will be refunded to the Flat owner.
- 32. There will be defect liability period of 12 months from the date of offer of possession. The defect liability shall limited to the defect in construction (i.e. Structure) however, air cracks in plaster masonry, wrap page in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situation such as damage resulting from war, flood, earthquake etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves.
- 33. The Applicant(s) agrees that the Company shall not be liable to perform any or all of its obligations during the Subsistence of the force Majeure conditions and the time period required for performance of its obligations shall stand extended. If in the opinion of the Company, Force Majeure continues for a considerable time, then the Company may in its sole discretion put the construction of the project in abeyance and terminate/alter/vary the terms and conditions of this Application/Agreement and in case of termination, the Applicant shall be entitled to refund of the amounts deposited by the Applicant, without any interest or compensation whatsoever, provided the Applicant is not in breach of any of the terms of this Application/Agreement.
- 34. Any request from the allottee(s) for any change in specification of the Flat will not be entertained.
- 35. All the unsold spaces and areas including club house which are not falling within the common area shall continue to be the property of the company and all rights are reserved with the company for the said areas.
- 36. The allottee(s) shall abide by all laws, rules and regulations of the MCF/Local Bodies/State government of Haryana/ Proposed body corporate & Association of the buyers (as and when formed till than as prescribed by the developer) and any other rules and regulation applicable to the said unit and/or the project, and shall be responsible for all deviation, violation or breach of any of the conditions of law/ bye laws or rules and regulations. The flat shall be used for the purpose for which it is allotted.
- 37. The allottee(s) after taking possession or upon deemed possession of the Flat or any time therefore, shall have no objection to the developer constructing or continuing with the construction of the remaining structures or other building adjoining the Flat sold to him.
- 38. The allottee(s), if resident outside India, shall be solely responsible to complying with the necessary formalities as laid down in the Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Act & Rules made there under or any other statutory amendments/modifications made thereof and other applicable laws including that of remittances/payments and to obtain permission as prescribed by the law for any concealments or violations in this respect by Allottee.
- 39. This Application / Booking shall be subject to the laws of India and the Courts at Delhi/New Delhi only, shall have jurisdiction in case of any dispute or claim arising out of or in respect of this application or allotment to be made hereunder.

I/We have now signed this application form after giving careful consideration to all facts, terms and conditions and paid the money thereof. I/We hereby irrevocably accept and agree to abide by the aforesaid terms and conditions of the allotment.

	Applicant(s) Signature						
	(i)						
Place :	(ii)						
Date :	(iii)						
FOR OFFICE USE ONLY							
Booking done by : Direct Through Broker / Sales Organizer							
Full Booking Amount Received: Yes No							
Name and Signature of Manager who has made entry in the system :							
Dated:							
Authorized SignatoryApproved by _							



## AHINSHA BUILDERS PVT. LTD.

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