

PROJECT BY



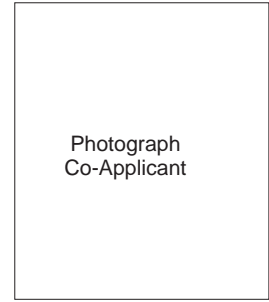
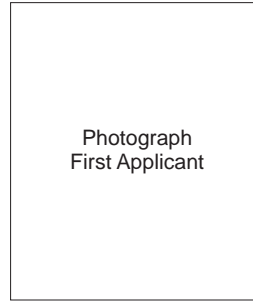
APPLICATION FORM



To,

The Green Triveni Developer
Sales & Site Office
Ashiana Greens
Vill. Neendar, Teh.Amer
Sikar Road, Jaipur

Delhi Office
3H, Plaza M-6
District Centre Jasola
New Delhi - 110 025



Dear Sir,

I/We request for allotment of a residential flat as per details given below in the project **"Ashiana Greens"** being developed by you at **Vill. Neendar, Teh. Amer, Sikar Road, Jaipur**

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 : Single Married, Date of Anniversary

Residential Status Resident Non-Resident Foreign National of Indian Origin

Occupation : Govt. Service Private Sector Self Employed 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 : Single Married, Date of Anniversary

Residential Status Resident Non-Resident Foreign National of Indian Origin

Occupation : Govt. Service Private Sector Self Employed Professional

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 proprietorship concern through its proprietor / a partnership firm duly registered under the Indian Partnership Act having its office at

 through its partner
 S/W/D/o
 authorized by 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 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 Built-up Area	Accommodation
<input type="checkbox"/> A1	1600 Sq. Ft. (148.69 Sq. M)	3 Bedroom + 3 Toilet unit
<input type="checkbox"/> A2	1600 Sq. Ft. (148.69 Sq. M)	3 Bedroom + 3 Toilet unit
<input type="checkbox"/> A3	1600 Sq. Ft. (148.69 Sq. M)	3 Bedroom + 3 Toilet unit
<input type="checkbox"/> B1	1250 Sq. Ft. (116.17 Sq. M)	2 Bedroom + 2 Toilet unit

Basic Sale Price (BSP)	~
Charges for exclusive right of use for 1 No. _____ Reserved Car Parking Space	~
Price of Flat (A)	~
Preferential Location Charges (PLC) (B)	~
Other Flat Charges	
External Electrification Charges (EEC)	~
Fire Fighting Charges (FFC)	~
Community Centre (Club) Facilities Charges	~
Power Back-up System Installation (1KW)	~
Total Other Flat Charges (C)	~
Total Price of Flat (A + B + C)	~
Maintenance Charges	
Advance Maintenance Charges (AMC)	~
Interest Free Security for Facilities Management (IFSFM)	~
Total (D)	~
Total Payable (A + B + C + D)	~

Phase Unit/Flat No.
 Floor Tower No.

Exclusive right of use for Reserved Car Parking Space Covered Open

Payment Plan Installment Payment Down Payment

INCOME TAX DETAILS:

First Applicant	PAN/GIR No.		Ward No.		Circle No.	
Co - Applicant	PAN/GIR No.		Ward No.		Circle No.	

I/We have read and understood the Firm'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 Buyer Agreement as and when required by the Firm on the standard format. I confirm and accept that my allotment shall be confirmed only upon issue of the Flat Buyer Agreement by the Firm and duly accepted by me.

I/We agree to pay further installments as stipulated/demanded by the Firm 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, 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

It is mandatory to be filled by the Applicant

I/We, declare and confirm that we have applied for allotment of the above said Dwelling Unit through
 Directly Authorised Selling Agent / Broker.

Name of the Broker (if any) :

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

FOR OFFICE USE ONLY

Receiving Officer	
Ch. /DD No.	
Date of Ch. / DD	
Amount of Ch./DD	Rs.
Drawn on (Bank name & Branch)	
Booking	<input type="checkbox"/> DIRECT <input type="checkbox"/> Authorised Agent
Agent's Name & Address, Stamp	

Check List for Receiving Officer

- Booking Amount (10% of the Price of Flat)
- 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.

Remarks _____

 (Receiving Sales Officer)

 (Sales Team Head)

 (Customer Care Officer - Site)

 (Customer Care Officer - HO)

 (Customer Care Head - HO)

 (Director)

General Terms & Conditions

Forming part of this Application for Allotment of a Flat/Dwelling Unit in the Group Housing Project ASHIANA GREENS

Vill. Neendar, Teh. Amer, Sikar Road, Jaipur

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 Buyer Agreement which, upon execution, 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.

That the Allottee herein means the Applicant and the Firm means M/s The Green Triveni Developer.

Who can apply ?

An individual, i.e. a person of the age of majority or a minor through legal or natural guardian, whether a person of Indian Origin or a Non-Resident Indian citizen as defined in the Foreign Exchange Management Act, 1999.

Joint Application by more than one applicant shall be permitted.

A Partnership Firm, AOP, LLP or body corporate incorporated in India and recognized as a legal entity under Indian Laws.

1. APPLICATION & ALLOTMENT:

- 1.1 The Applicant has applied to M/s The Green Triveni Developer for allotment of a residential flat in the above Scheme / Project "ASHIANA GREENS" which is being developed by M/s. The Green Triveni Developer (Corp. Off. : 3H, Plaza M6, Distt. Centre Jasola, New Delhi - 110 025) on lands located at Vill. Neendar, Teh. Amer, Sikar Road, Jaipur (Project Land) after sanctions and approvals from Jaipur Development Authority (JDA).
- 1.2 The Applicant has taken inspection of the site and seen and accepted the proposed building plans, specifications, location of the flat / 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/Firm or any competent authority before or during the course of construction and the Applicant is making this application with knowledge about the same and agrees that the Firm shall be entitled to do so without any objection or claim from the Applicant/Allottee.
- 1.3 As per the layout plans it is envisaged that the Dwelling Units / Flats on all floors shall be sold as independent dwelling units / flats with impartible and indivisible proportionate right and share in the Project Land and Common Areas and Facilities in the Project to be used and maintained jointly by all the allottees in the said Project.
- 1.4 The Applicant has, understood and fully satisfied himself about the rights and interests of the Firm in the said Project to develop, construct, market, sell, transfer and convey flats, togetherwith exclusive right of use for reserved car parking spaces and other built-up units in the Project and has understood all rules, regulations, obligations and limitations in respect thereof which have been explained by the Firm and understood by the applicant and there will not be any objection by the Applicant / Allottee in this respect in future.
- 1.5 The applicant acknowledges and confirms that the Firm has readily provided all information/clarification as required by him and he has relied solely on his judgment and investigations in making this application. The applicant is aware that the Firm has allotted and shall be allotting to other persons interested in acquiring the flats above, below and adjoining the flat applied for by the applicant or elsewhere in the said complex.
- 1.6 The materials, fittings, fixtures, equipment and amenities to be used/provided/installed in the said Flat / Building / Complex by the Firm shall generally conform to the specifications detailed in the brochure. However the Firm shall be entitled to use similar or equivalent quality/brand materials, fixtures, equipment etc. and the Allottee shall have no claim against the Firm in this respect.
- 1.7 Due to technical reasons or due to popular demand or for reasons of overall betterment of the complex/individual flat, the Firm may at its sole discretion, amend / modify the specifications within reasonable limits and provide additional/better specifications and/or facilities other than those mentioned in the specifications sheet or sale brochures and the applicant shall not object to the same and shall pay the same as and when demanded by the Firm. Further the Firm will not entertain any request for modification in the internal lay-outs of the said Flat, its internal finishing and external facades of the Tower.
- 1.8 The Firm shall be entitled to effect such variations, additions, alterations, deletions and/or modifications in the layout plans of the buildings or blocks of buildings, if and when found necessary, which alterations may at its sole discretion deem appropriate and necessary or as may be directed by any competent authority.
- 1.9 The completed application is to be accompanied with the booking amount, as earnest money by an A/c payee cheque or draft favouring " The Green Triveni Developer A/c Ashiana Greens " payable at Jaipur. No outstation cheques shall be accepted. The Firm will acknowledge receipt of the booking amount through Money Receipt. There will be no other acknowledgement for receipt of the application form or the application money paid.
- 1.10 The final allotment is entirely at the sole discretion of the Firm and the Firm reserves the right to accept or reject an application without assigning any reason thereof.
- 1.11 Allotment will be made on first -come first serve basis.

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First Applicant

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Second Applicant

- 1.12 The Applicant /Allottee agrees to sign and acknowledge acceptance of the Firm's Standard Flat Buyer Agreement when called upon to do so by the Firm and return the same duly signed within 30 days from date of despatch by the Firm, failing which the Allotment shall stand cancelled / terminated at the sole discretion of the Firm and earnest money forfeited.

2. CONSIDERATION /PRICE:

- 2.1 Upon Allotment the Applicant / Allottee shall make all payments of the agreed sale consideration for purchase of the said Flat including Basic Sale Price (BSP) of the Flat , charges for right of exclusive use of reserved car parking space and other charges including but not limited to Preferential Location Charges (PLC), External Electrification Charges (EEC), Fire Fighting Charges (FFC), Community Centre (Club) Facilities Charges, Power Back-up System Installation Charges, taxes, cesses, levies, deposits etc. , to the Firm as detailed in Schedule of Payments as per the Payment Plan opted by the Applicant.
- 2.2 The Applicant agrees that the sale consideration / total price of the Flat and other charges are calculated on the basis of super-built-up area of the said Flat, which comprises of : (a) built-up area / covered area of the flat which shall include entire area enclosed by its periphery walls including area under walls, columns, balconies / verandahs, cupboards, lofts, windows projections etc. and half the area of common walls with adjoining flats, (b) proportionate share of common areas within the building like lobbies and passages on all floors, staircases, mummies, Lift wells & machine rooms, electrical / fire / plumbing shafts, overhead water tanks and (c) proportionate share of common areas and facilities 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 flat based on original rate at which the flat was allotted. However, the increase or decrease in area shall be limited upto a maximum of 5% (Five percent) of the Super Built-up Area of the said Flat.
- 2.3 The applicant agrees to pay additionally preferential location charges if any as fixed by the Firm and in a manner and within the time as stated in the payment plan. However, the Applicant agrees that if due to any reason, including but not limited to change in the layout plan of the Project/Tower, the allotted flat ceases to be in a preferred location, the Firm shall be liable to refund only the amount of preferential location charges paid by the Allottee. If due to any such change, the allotted flat becomes preferentially located, then the Allottee shall be liable and agrees to pay preferential location charges additionally as stated in the Price List / Payment Plan.
- 2.4 The Applicant hereby agrees that 10% of the Price of Flat (i.e. Basic Sale Price of the Flat and charges for exclusive right of use for Reserved Car Parking Space) shall always be deemed and treated as earnest money paid / payable by the Applicant / Allottee for allotment of the Flat applied for.
- 2.5 The Applicant understands and agrees that the sale consideration and other charges for the Flat referred above are exclusive of any taxes, cesses or levies which are / may be ,levied by any Competent Authority. Taxes like Service Tax, Value Added Tax/ Works Contract Tax, and / or any other tax on the said Flat/ Building / Project, shall be payable extra by the Allottee as applicable.
- 2.6 The Basic Sale Price of the flat allotted to the Allottee is firm. However, the Firm reserves its rights to claim increase in construction cost due to increase in costs of construction materials and labour cost. The BSP of the said Flat is based on the prices of construction materials and labour cost as prevailing in the month of the booking and is subject to escalation in construction cost upto date of application of Occupation Certificate by the Firm or estimated date for possession given in Cl. 5.1 below whichever is earlier. The escalation charges shall be calculated based on Reserve Bank of India Indexes and shall be computed by a reputed firm of Chartered Accounts appointed by the Firm for the said purpose.

3. EXCLUSIVE RIGHT OF USE FOR RESERVED CAR PARKING SPACE :

- 3.1 One No. Reserved Car Parking Space, suitable for medium sized Indian Car is mandatory with each flat and the charges for exclusive right of use for the Reserved Car Parking Space as fixed by the Firm is payable in addition to BSP Flat as part of sale consideration / total price of the Flat. This Reserved Car Parking Space shall be provided either in Open or in Covered as per availability. It is made clear to the Applicant that the exclusive right of use for Reserved Car Parking Space shall always be integral to the allotted flat and shall not have any independent entity detachable from the allotted Flat. The Applicant shall not be entitled to sell / transfer / deal with the exclusive right of use for Reserved Car Parking Space independent of the allotted Flat. The Applicant agrees that the exclusive right of use for Reserved Car Parking Space shall automatically stand cancelled in the event of cancellation, surrender, relinquishment, resumption or re-possession of the allotted Flat under any conditions of the Flat Buyer Agreement.
- 3.2 The Reserved Car Parking Space allotted with the flat shall only confer right of exclusive use of said Reserved Car Parking Space with right to park Applicant's car only at the specified space and shall stand automatically transferred alongwith the transfer of the flat.

4. PAYMENT PLAN & TIMELY PAYMENT:

- 4.1 The applicant is required to confirm in his application the Payment Plan (Installment Payment Plan / Down Payment Plan as detailed in the Price List prevailing on date of application) opted by him. In case the Applicant does not indicate his choice of payment plan in writing, then it will be deemed that the allottee has opted for installment payment plan by default.
- 4.2 Timely payment of installments and other charges alongwith other payments such as applicable stamp duty, registration fee and other charges as stipulated in the Payment Plan / Schedule of Payments in the Allotment Letter and / or Flat Buyer Agreement is the ESSENCE of the allotment which must be paid on or before due date or as and when demanded by the Firm, as the case may be, and also to perform or observe all other covenants, undertakings and obligations of the allottee under the Flat Buyer Agreement.
- 4.3 All payments received will be first appropriated / adjusted towards taxes, any over due interest and thereafter towards other dues outstanding in his name on that date and thereafter towards installments.

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First Applicant

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Second Applicant

- 4.4 The Applicant shall be liable to make payment of balance installments/ amounts as specified in the Schedule of Payments upon receipt of the demand notice from the Firm which shall, inter alia, state completion of the corresponding construction stage. A demand for payment shall be sufficiently made by dispatching the notice/ communication by courier/ speed post/ E-mail and shall be deemed to have been received on the expiry of three days after the posting of such letter. If the Applicant fails to pay any amount/ installments by the due date as per the demand notice sent to him, the Firm may grant a grace period of 30 days from the due date ("Grace Period") to the Applicant to make the said payment. However the Applicant shall be liable to pay interest @ 12% p.a. on the unpaid amount for the delayed period computed from the commencement of the Grace Period till the date of actual payment.
- 4.5 In case the Applicant fails to make payments within due dates or within the Grace Period, the Firm shall have the right to terminate this Agreement and forfeit the Earnest Money and other non-refundable amounts/ charges and refund the remaining amount to the Applicant without interest within 120 days from the date of such termination. That upon termination the Applicant shall be left with no right or interest in the said Flat and or against the Firm except for refund of the remaining amount as aforesaid.
- 4.6 Without prejudice to the Firm's rights to terminate/ cancel this Agreement as provided in Cl. 4.5 above, the Firm, without being obliged to, at its sole discretion, may decide not to terminate this Agreement and condone the delay in payment of the due amount required to be made by the Applicant, subject to the condition that the Applicant shall pay enhanced interest @ 18 % per annum computed from the due date till the date of actual payment. This discretion for acceptance of the delayed payment with interest as aforesaid shall exclusively vest with the Firm and all decisions by the Firm in this regard shall be final and binding on the Applicant. It is clarified that exercise of such discretion by the Firm in the case of any other applicant in the Project shall not be construed to be a precedent and/or binding on the Firm to exercise such discretion in the case of the Applicant.
- 4.7 In case the Allottee wants to avail housing loan / finance for purchase of the flat applied for, the Firm shall facilitate him for obtaining the same from those financial institutions / banks with whom the Firm has tied up / made arrangements for the said purpose, 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 Firm's payment schedule shall rest exclusively on the Allottee. In the event of loan not being sanctioned or disbursement getting delayed, payments to the Firm, as per schedule, shall be ensured by the Allottee.

5. POSSESSION:

- 5.1 The Firm shall endeavour to give possession of the allotted Flat within 36 (thirty six) months from start of construction with grace period of 6 (six) months subject to timely payment of installments and other charges by the Allottee when due and payable as per agreed Payment Schedule or demanded by the Firm, delay in payment of installments by other Flat Buyers, delay in grant of statutory clearances and connection of services, force majeure conditions and any conditions beyond control of the Firm.
- 5.2 The applicant agrees that development of the project is subject to force majeure conditions which includes delay for any reason beyond the control of the Firm 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 Firm including force majeure and in such an event, the Firm 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.
- 5.3 Upon receipt of the completion certificate or certificate of occupancy / use from the competent authorities, the Firm shall give notice (notice for possession) to the Allottee to take possession of the allotted flat within 30 days of intimation after settlement of all accounts. Possession of the allotted flat shall be given only after receipt of total payment and dues including stamp duty charges and registration costs and all other charges due in terms of Flat Buyer Agreement. In case of failure to settle the account and to take possession within 30 days of intimation, the allotted residential flat 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 Firm for the delay period along with recurring monthly maintenance charges etc.

6. REGISTRATION & CONVEYANCE DEED:

- 6.1 Sale / Conveyance / Sub-Lease Deed of the allotted Flat shall be executed and registered in favour of the Allottee at the time of possession of the Flat or within reasonable time thereafter, subject to receipt of total payments and dues in respect of said Flat including stamp duty charges and registration costs, legal charges, other incidental expenses and any other extra charges which may be due etc. Physical possession of the Flat will be given to the Allottee subject to execution of sale / transfer / conveyance / sub-lease Deed.
- 6.2 All charges, expenses, stamp duty, court fee, registration fees etc. towards documentation, execution and registration of sale / conveyance / sub-lease Deed, including nominal documentation & services charges, legal charges and other incidental expenses will be borne and paid by the Allottee. If the Firm incurs any expenditure towards registration of the Flat, the same shall be reimburse by the Allottee to the Firm.
- 6.3 The Sale / Conveyance / Sub- Lease Deed and all other legal documents shall be drawn by the solicitor and advocates of the Firm. The Allottee shall accept all such documents without any demur and shall pay documentation and legal charges and other incidental expenses as demanded by the Firm.
- 6.4 The Allottee alone shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 and Indian Registration Act, 1908 including for any actions taken or deficiencies / penalties imposed by the competent authorities.

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First Applicant

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Second Applicant

7. GENERAL :

- 7.1 The Flat applied for is permitted to be used for residential purpose only. The Allottee shall not use the said Flat or allow it to be used for any non-residential purpose or any activity that may cause nuisance to other Allottees in the Complex.
- 7.2 The Applicant/Allottee undertakes to abide by all laws, rules and regulations or any other law as may be made applicable to said Project i.e. land, buildings, flats, Reserved Car Parking Spaces, other common areas, Community Centre (Club) other amenities and facilities. All taxes, levies, charges or assessments levied or any other requirements imposed / mandated by JDA or any other authority on the said Complex / Project shall henceforth be payable by the Allottee.
- 7.3 The Applicant agrees to sign from time to time all applications, Flat Buyer Agreement, Maintenance Agreement, Electricity Agreement and any other agreements, documents, papers, forms, affidavits, undertakings etc. required in pursuance to allotment of the said Flat and to do all acts, deeds and things as the Firm may require in the interest of the Project and all Flat Owners. In case of Joint Allottees, any documents signed / accepted / acknowledged by any one of the Allottees shall be binding upon the other Allottee.
- 7.4 The Applicant agrees and accepts that the Firm shall be entitled to raise finance / loan for construction and development of said Project from any financial institution / bank by way of mortgage / charge / securitisation of receivable of his Flat. However, the Applicant's Flat shall be transferred to him free of all such encumbrances at the time of execution of sale / conveyance / sub-lease deed. The Firm / Financial Institution / Bank shall always have first lien / charge on said Flat for all its dues and other sums payable by the Applicant. In case of the Applicant who has taken housing loan from any financial institutions / bank, sale / conveyance / sub-lease deed of the Flat in favour of the Applicant shall be executed only upon the Firm receiving No Objection Certificate from such financial institutions / banks.
- 7.5 The Allottee shall get exclusive possession of built up area of his flat and shall have only undivided right of use and ingress and egress in common areas, services and facilities within his building / complex alongwith all other Allottees. All unsold / un allotted spaces and undeveloped lands in the Project shall remain the property of the Firm.
- 7.6 The Allottee shall also be required to pay requisites charges as fixed by the Firm for supply and provision by JVVNL of 11/33 KV electric line including security deposit and costs of installation of ESS, metering, transformers, cabling, breakers, panels etc., connections for sewer and / or water connection, Community Centre (Club) Facilities Charges, charges on account of formation of Owners Association, legal charges and charges for any additional facility as demanded by the Firm for the allotted residential Flat. The Allottee(s) will also have to apply to the JVVNL individually for obtaining individual electric connection for supply of power and the meter for their respective flats. The Allottee(s) shall also be required to pay the applicable security deposit, and other costs and charges for individual electric connection, for the same to JVVNL, which will be intimated at appropriate time and in due course of development of the Project.
- 7.7 It is agreed that after delivery of possession of said Flat the Allottee shall have no claim against the Firm in respect of any item of work which may be said not to have been carried out or completed or for non compliance of any designs, specifications, building materials or for any reason what so ever. However, the Firm shall rectify and repair to the extent as may be technically and practically feasible in normal course of work, any defect observed in the said Flat within a period not exceeding one year from possession/ deemed possession, but the Firm shall not be responsible for any defect or damage caused by any act of providence, insurrection, civil riot, third party, delay in taking possession or by occupants of the said Flat or occupants of other Flats in the said Building / Complex.
- 7.8 The Applicant agrees and accepts that he shall not be entitled to sell, transfer, assign, alienate or part with his right and interest, in the said Flat or any part thereof, under the Flat Buyer Agreement to any third party, until he has made payment of 50% of the sale consideration and other due amounts. However, after payment of 50% of sale consideration and other dues and subject to applicable laws and notifications or any government directions as may be in force, the Firm may permit the Allottee, to assign and alienate his allotment upon payment of Administrative Charges @ Rs. 50/ per Sq. ft. of super area of the flat or any other fee as decided by the Firm 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.
- 7.9 The Allottee shall comply with all legal requirements for purchase of immovable property wherever applicable. The Allottee shall comply with requirements of the Income Tax Act, 1961, as applicable, if any.
- 7.10 In case the Allottee is non-resident / foreign national of Indian origin, he shall be solely responsible for complying 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 in respect of all remittances, acquisition / transfer of said Flat and provide the Firm with such permissions, approvals which would enable the Firm to fulfill its obligations under this Application or Flat Buyer Agreement. 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 and the Applicant shall always keep the Firm fully indemnified and harmless in this regard. The Firm accepts no responsibility in this regard.
- 7.11 The Applicant has understood and agrees that the development and completion of the whole project may be done in phases and this may cause some inconvenience to residents of earlier phases and he shall have not any objection for the same and will not be entitled to claim any compensation and/or damages from the Firm in this regard.

8. COMPLEX MAINTENANCE & MANAGEMENT:

- 8.1 The Complex Maintenance & Facilities Management services shall be organized by a Facilities Management Agency nominated by the Firm initially for a period not exceeding 2 years (Initial Maintenance Period) and thereafter for such renewed/extended period till the same is handed over to any local body, Residents Association/ Society or the arrangement is terminated by the Firm. The Applicant / Allottee agrees to enter into a Agreement for Complex Maintenance & Facilities Management with the Firm and / or its nominated agency and to pay the bills / demands for Complex Maintenance & Facilities Management properly and regularly.

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First Applicant.....
Second Applicant

- 8.2 The Allottee shall pay Advance Maintenance Charges for (Initial Maintenance Period) (AMC) at the time of possession of the allotted Flat. 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 notified date for 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 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.
- 8.3 It is understood that the right to use of common facilities shall always 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 Firm an Interest Free Security for Facilities Management (IFSFM) as detailed in the Price List before possession.
- 8.4 The Applicant shall use community spaces / services in the complex as per stipulated terms, conditions, rules and regulations framed for the purpose by the Firm including pay-by-use basis. The central green lawns shall not be permitted to be used for conducting personal functions like marriages, parties etc.
- 8.5 An association in accordance with the prevailing laws will be formed at the appropriate time to take over the common areas and facilities of the Complex and the maintenance and management thereof. The Applicant agrees to become member of such association and to complete the formalities as required and to comply with the rules and bye laws of the said Association.

9. COMMUNITY CENTRE (CLUB) :

- 9.1 The Firm proposes to set up exclusive Community Centre (Club) for exclusive use of the Flat Owners and their tenants and lessees of any flat within the complex as outlined in the brochure. The intended facilities of the Community Centre (Club) as outlined in the brochure are tentative and may vary at the sole discretion of Firm.
- 9.2 The Community Centre (Club) will be managed, operated and maintained by the Facility management Agency. The operation costs/charges of the Community Centre (Club) will be charged separately on a monthly/quarterly / yearly basis and/ or use basis as determined from time to time by the Facility Management Agency.
- 9.3 The detailed terms and conditions of membership and rules and regulations governing use of Community Centre (Club) facilities will be formulated in due course and circulated to members before the Community Centre (Club) is made operational. All members will be required to abide by these rules and regulations.
- 9.4 All buyers shall have to pay a Community Centre (Club) Facilities Charge as detailed in the Price List during time of booking the flat.

10. CORRESPONDENCE, JURISDICTION & ARBITRATION:

- 10.1 In case there are joint applicants/allottees all communications shall be sent by the Firm 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.
- 10.2 All or any dispute arising out of or touching upon or in relation to the terms of this Application or Flat Buyer Agreement, including interpretation and validity thereof and 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 Firm. The Applicant hereby confirms that he shall have no objection to this appointment. The Courts at New Delhi or Jaipur as permissible under law shall alone have the jurisdiction in all matters arising out of / touching and / or concerning this Flat Buyer Agreement regardless of the place of its acceptance.

11. DISCLAIMER :

- 11.1 Firm and / or its affiliates, officers, partners, employees, agents, members and servants shall not be liable for any direct, indirect, punitive, incidental or consequential loss, claim, demand or damage suffered by any person due to loss of documents, delay in postal services and any other eventualities beyond the control of firm and the Applicant agrees to keep firm and/or its affiliates, officers, partners, employees, agents, members, servants saved, harmless and indemnified with regard thereto.
- 11.2 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 Buyer Agreement which shall supersede the terms and conditions set out in this application.

Date :

Place

.....
Signature of First Applicant

.....
Signature of Second Applicant



SIKAR ROAD, JAIPUR

SALES & SITE OFFICE: SIKAR ROAD (NEAR SUN CITY), JAIPUR

CALL US AT 8824 100 100

WWW.ASHIANAGREENS.IN

THE GREEN TRIVENI DEVELOPER

JAIPUR CITY OFFICE:

306 & 307 CITY PEARL (OPP. HOTEL GANGAUR)
KHASHA KOTHI CIRCLE,
M.I. ROAD, JAIPUR 302006

NEW DELHI OFFICE:

3H, PLAZA M6, DISTT. CENTRE JASOLA
NEW DELHI 110 025
TEL: 011-40564056 FAX: 011-40564040

EMAIL: SALES@ASHIANAGREENS.IN

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