# **APPLICATION FORM**

Application No
rvind And Smart Value Homes LLP,  008/1009 Venus Atlantis,  pp. Safal Pegasus,  00 ft. Ring Road,  rahladnagar,  hmedabad – 380015
ear Sir,
We request/offer that I/we may be registered for provisional allotment of a Residential Apartment/Flat (a entioned in this Application Form) in the Complex "NEW HAVEN COMPACT" situated at village Mohoyan, Taluka Kalol Dist. – Gandhinagar Pin Code 382721, bearing Consolidated Block No. 1263 (partereinafter referred to as "said Land") to be developed by Arvind and Smart Value Homes LLP. (hereinafter ferred to as "ASVHL").
We remit herewith a sum of Rs. (Rupees
only) drawn o
Bank, vide Cheque / Demand Dra
o dated _D D M M Y Y Y Y in favour of "ASVH PROJECT RECEIP"  CCOUNT" payable at par /Ahmedabad as 'Application Money'.

(Please fill in relevant portions of this APPLICATION FORM for Individual/Joint or Other Entity. Strike out portions that are not applicable and deposit this APPLICATION FORM in full.



My/our particulars are given below for your reference and record.			
SOLE/FIRST APPLICANT			
FULL NAME, in CAPITAL Letters (In the order of First, Middle and Last Name, leaving a space between words)			
Name: Mr./Mrs./Ms.			
Son/Wife/Daughter of:			
Guardian's Name (if minor):			
Date of Birth: DDDMMMYYYYY Gender: Male Fema	ıle 🗌		
Nationality:			
Occupation:			
IT PAN: (Mandatory) Marital Status: Married Unma	arried	O <sub>1</sub>	ther
Residential Status: Resident Non Resident Indian Person of Indian Origin (Please leave a space between each part of the address)			
Current Address:			
City State Pin Coo	de 🔲		
Phone: Home         Work			
Mobile			
Email:			
I wish to receive all communications including demand letters from ASVHL via email as mentioned here	einabov	e.	
Permanent Address: Tick here if same as current address			
			<u>                                     </u>
	.		
City	de		
Mobile			
Employment Type: Salaried Self employed Current Address: Owned		Rent	ed
Profession/ Job Title:			
Company Name:			
Wedding Anniversary: DD MM MYYYYY			

# **JOINT / SECOND APPLICANT** FULL NAME, in CAPITAL Letters (In the order of First, Middle and Last Name, leaving a space between words) Name: Mr./Mrs./Ms. Son/Wife/Daughter of: **Relation with the First Applicant:** Guardian's Name (if minor): Date of Birth: DDD MM Gender: Male Female Nationality: Occupation: IT PAN: (Mandatory) Marital Status:Married Unmarried Residential Status: Resident Person of Indian Origin Non Resident Indian Please leave a space between each part of the address) **Current Address:** Phone: Home Mobile Email: I wish to receive all communications including demand letters from ASVHL via email as mentioned hereinabove. **Permanent Address:** Tick here if same as current address Phone: Home Work Mobile Employment Type: Salaried Self employed **Current Address:** Owned Rented **Profession/ Job Title:** Company Name: Wedding Anniversary:



# **COMPANY AS AN APPLICANT**

Name of Company:																										
Date of In	corp	ora	ıtioı	n:	[	)	D Ple	M ase I			Y	Y	Yeen	Y	h pai	rt of	the a	nddre	:ss)							
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City									Sta	ate											Pi	in Co	ode			
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Correspo	nden	се	Ad	dre	ss:																					
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City									Sta	ate											Pi	in Co	ode			
Name of	the c	ont	act	pe	rso	n:																				
Phone: H	ome														Wo	rk										
Mobile L																										
Email:																										
Company	/ PAN	l Ca	ard	(Ma	and	lato	ry):	:																		

# \*PROVISIONAL REGISTRATION FOR THE APARTMENT / FLAT

	Unit Type		Carpet Area						
(i)	1 BHK (Ground Floor)	Carpet	Area – 384 sq ft, 35.7 sq mtr.						
(ii)	1 BHK (Other Floors)	Carpet	Area – 372 sq ft, 34.6 sq mtr.						
(iii)	Building No.: F	loor No.:	Unit No.:						
*Registr	Registration of only one Apartment / Flat per application permitted.								
PAYMENT									
(i)	Sale Price		Rs.						
(ii)	Parking Charges		Rs.						
(iii)	Club House Development Charg	es	Rs.						
(iv)	Deposits & other charges		As mentioned in <b>Annexure 'A'</b>						
(v)	Total Sale Price		Rs						
(vi)	Self Finance		Rs						
(vii)	Loan Required		Rs.						
(viii)	Whether the Applicant is an emp	loyee of	Yes No						
(ix)	If yes, provide a copy of the I- Card / proof of identity								
RELATIONSHIP WITH THE DESIGNATED PARTNER/S OF ASVHL OR THE ENTITY/S IN WHICH SUCH DIRECTOR/S IS/ARE INTERESTED									
	ner the Applicant/s is Director or re or/s of ASVHL?	elated to any	of the Yes No						
f yes, th	nen kindly provide details in <b>Annexur</b>	e 'B'							
*Nomir	nation by:								
1. First	Applicant:								
Nam	ne of the Nominee		Contact Number:						
2. Seco	ond Applicant:								
Nam	ne of the Nominee		Contact Number:						
*The no	mination will be allowed only once till	the formation	of the Society/Condominium [as the case may be].						
		<b>M</b>							



# APPLICANT WHETHER PIO / NRI

Whether the Applicant/s is NRI ?	Yes No					
Whether the Co -Applicant/s is NRI ?	Yes No					
I / We hereby declare that and confirm that I am/ We are a <b>Non Resident Indian</b> and I /We shall comply with all the statutory compliances as required from time to time under applicable laws/ rules and ASVHL shall not be liable for the same in any manner whatsoever. We shall keep ASVH informed about any change in the above status.	(Signature of the Applicant/s)					
Whether the Applicant/s is PIO?	Yes No					
Whether the Co-Applicant/s is PIO?	Yes No					
I / We hereby declare that and confirm that I am/ We are a <b>Person of Indian Origin</b> and I / We shall comply with all the statutory compliances as required from time to time under applicable laws/ rules and ASVHL shall not be liable for the same in any manner whatsoever. We shall keep ASVH informed about any change in the above status.	(Signature of the Applicant/s)					
DECLARATION						
<ol> <li>I/We hereby solemnly declare that all the foregoing facts are true to nothing relevant has been concealed or suppressed. I/We also future changes related to the information and details shown in this.</li> <li>I/We hereby also declare that I/we have read and understood the information/conditions stated in the accompanying GENERAL consideration of the units and price &amp; payment schedules. By sighereby solemnly accept and agree to abide by the terms accompanying GENERAL TERMS &amp; CONDITIONS, which may be accompanying GENERAL TERMS &amp; CONDITIONS.</li> <li>I/We hereby give my/our irrevocable consent to become members.</li> </ol>	undertake to inform ASVHL of any Application Form.  e terms and conditions and all other TERMS & CONDITIONS including gning this Application form, I/We do & conditions as stipulated in the e modified or amended by ASVHL.					
owners to be formed in accordance with the applicable acts, necessary documents as and when required.						
4. I/We have signed this application form after having read and under	rstood what is written in this form.					
5. I /We, confirm that the sale is direct / through Sales Associate Mr./N	Л/s					
Signature of the First/Sole Applicant	Signature of the Joint /Second Applicant					
ASHVL – Confirming Party	Sales Associate Signature / Seal					
Date:         D D M M Y Y Y Y           Place:						



#### **CHECK - LIST FOR RECEIVING OFFICER:**

- a) Application money Cheque/Demand Draft/Pay Order
- b) Customer's signature on all pages of the Application form at portions indicated
- c) PAN No. & copy of PAN Card / Undertaking
- d) Copy of CIN and Certificate of Incorporation
- e) Photographs of all applicants
- f) Any relationship disclosure/s made in Annexure B above, shall be promptly informed to the Secretarial Department at the Corporate Office of ASVHL in the specified format.
- g) If the Applicant / Co-applicant is an NRI, they are required to furnish a true copy of their valid Passport.
- h) If the Applicant/ Co-applicant is a PIO, they are required to furnish a true copy of their valid Passport & document evidencing PIO status.
- i) Email ID and Mobile No. of the applicant(s)
- j) Proof of residence (Ration card/ electricity bill/ phone bill/ driving license/ voter's identity card)
- k) Please mention application number and name of applicant behind the Cheque/Demand Draft/Pay Order and all supporting documents.
- I) If the Applicant is a Corporate entity then the copy of Memorandum Of Association (MOA), Board Resolution, Power of Attorney of the authorized signatory.
- m) For Partnership Firm: Partnership Deed along with authority in favour of Partner to sign application/documents
- n) For Trust: Trust Deed
- o) Form submitted through authorized representative
- p) Authorization/ POA duly attested where a person is signing the application.



### **GENERAL TERMS & CONDITIONS**

#### **WHO CAN APPLY**

1. (a) An individual, i.e. a person of the age of majority or a minor through legal or natural guardian, whether an Indian citizen or Non-Resident Indian Citizen or a Person of Indian origin, resident in India or abroad (in case of minor, age proof and name of natural guardian is required). Joint application by only one natural person is permitted.

Indian Resident Applicants are required to attach a copy of their Income Tax Permanent Account Number Card (PAN Card). Non-Resident Indian/ Person of Indian Origin (PIO) should attach a copy of the document showing their NRI/PIO status with the filled Application Form, All applicants are required to keep ASVHL informed for changes (if any) in their residence status.

The Applicant(s)/Allottee(s), if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act 1999 (FEMA) and The Foreign Exchange Management (Acquisition and Transfer of Immovable Property in India) Regulations, 2000, and/or all other statutory provisions as laid down and notified by the Government or concerned Statutory Authorities from time to time, including those pertaining to remittance of payment(s) for acquisitions of immovable property in India. The Applicant(s)/Allottee(s) shall also furnish the required declaration to ASVHL on the prescribed format, if necessary. All refunds to Non-Resident Indians (NRI) and persons of Indian Origin, if any, shall, however, be made in Indian Rupees.

In case any such permission is ever refused or subsequently found lacking by any Statutory Authority the amount paid towards booking and further consideration will be returned by ASVHL as per rules without interest and the allotment cancelled forthwith and ASVHL will not be liable in any manner on such account.

In case of foreign remittance the net amount credited to bank shall be taken as amount received and necessary bank charges shall be borne by the Applicant/ Allottee.

Other Entities, i.e. a Body Corporate incorporated in India or Partnership firm or HUF or any other Association of Persons (AOP) recognized as a legal entity under any law in India (copy of Certificate of Incorporation or copy of Registration Certificate, as the case may be, as also a copy of the Income Tax Permanent Account Number Card (PAN Card) is to be submitted along with the application form).

#### 2. **APPLICATION FOR ALLOTMENT**

- 2. (a) The Applicant(s) {Intending Allottee(s)} has/ have applied to be registered, on the terms and conditions as agreed and set forth herein, for allotment of an Apartment/ Flat in the complex to be developed on the said Land by ASVHL.
- 2.(b) That the term Applicant(s)/ Allottee(s) shall mean and include his/ her/ their/ heirs, executors, administrators, successors and legal representatives.
- That the Applicant(s) has/have applied for allotment of an Apartment/ Flat in the complex with full 2.(c) knowledge of the laws, notifications, rules and regulations applicable to the said Land/ complex and has fully satisfied himself/herself/ itself about the right and interest of ASVHL in the said Land/complex.
- The expression 'allotment' wherever used herein (including the Application Form) shall always mean 'provisional allotment' and will remain so till such time a formal Agreement for Sale, is executed by ASVHL in favour of the Allottee(s). However, the provisional allotment shall be subject to timely payment of the total price and all related dues to ASVHL.
- That the Allottee(s) hereby undertakes that he/she/it shall abide by all laws, rules and regulations and terms and conditions of the concerned Authorities and/or of the Government of Gujarat, the Local Bodies and/or other authorities applicable to the said Land and/ or the complex.



2. (f) The Allottee(s) has/have verified and is satisfied with the documents/deeds, which entitles ASVHL to allot the Apartment/ Flat, and such allotment of the Apartment/ Flat to the Allottee(s) shall be made by ASVHL on the terms and conditions as contained herein.

#### 3. APPLICATION PROCEDURE

- 3.(a) The completed Application Form shall be duly signed by Applicant and submitted the together with the Cheque / Demand Draft / Pay Order in favour of "ASVH PROJECT RECEIPT ACCOUNT", payable at Ahmedabad/ par for the amount of Application money as shown in the Price and Payment Schedule annexed hereto as Annexure 'A'.
- 3.(b) ASVHL or its authorized agents will acknowledge receipt of the Cheque/Demand Draft Bank Draft/ Pay Order by signing the acknowledgment slip. There will be no other acknowledgement for receipt of the Application Form and the Application money paid.
- 3.(c) If any of the cheque submitted by the Applicant(s)/ Allottee(s) to ASVHL is dishonoured for any reasons then ASVHL shall intimate the Applicant(s)/ Allottee(s) of the dishonour of the cheque and the Applicant(s)/ Allottee(s) would be required to tender/s a Demand Draft of the same amount to ASVHL within ten (10) days from the date of dispatch of such intimation by ASVHL and the same shall be accepted subject to 'Dishonour Charges' of Rs. 2000/- (taxes shall be extra, if applicable) (Rupees Two Thousand only) for each dishonour. In the event the said Demand Draft is not tendered within the stipulated time period mentioned herein, then the Allotment may be cancelled at the sole and unfettered discretion of ASVHL subject to provisions in Clause No. 6 (b) hereunder.

#### 4. ALLOTMENT PROCEDURE

- 4.(a) ASVHL will communicate its decision to the Applicant(s)/ Allottee(s) within 120 (one hundred and twenty) days from the date of receipt of the Application. If the Application is not accepted, the Application Money shall be returned without interest.
- 4.(b) If the Application is accepted by ASVHL the Applicant(s)/ Allottee(s) will be sent a communication within the time mentioned above to that effect by way of an Allotment Letter (hereinafter referred to as "the said Allotment Letter") and thereafter an Agreement for Sale of the allotted Residential Apartment/ Flat (hereinafter also referred to as "Agreement") will be executed between ASVHL and the Applicant(s)/ Allottee(s). The terms and conditions of the Agreement shall be as may be decided by ASVHL in its sole and unfettered discretion.
- 4.(c) The Applicant(s)/ Allottee(s) agree/s to abide by the terms and conditions set forth in the said Allotment Letter and the Agreement for Sale and also agree/s to sign the Agreement for Sale formally accepting the terms of sale and the Applicant(s)/ Allottee(s) agree/s to comply with all statutory requirements as applicable.
- 4.(d) On acceptance of the Application by ASVHL, the Application money shall be treated as 'Application Money' towards Agreement for Sale. The Applicant/s shall be required to make payments in accordance with the annexed Schedule of Payments.

### 5. SCRUTINY, REJECTION AND REFUNDS

- 5.(a) Application remaining incomplete or deficient in any respect and/or not accompanied by the required remittance and/ or relevant documentary evidence will be liable to be rejected. Application(s) containing information known to the applicant as false are liable to be summarily rejected and allotment shall stand cancelled whenever such defect are detected at any point of time even if allotment has been made. Upon such cancellation, the installments paid will be refunded without any interest subject to forfeiture as stated in clause 6(b).
- 5.(b) Application money received from the applicants will be refunded without interest to the applicant(s) who are unable to get an allotment from ASVHL and Cheque for such refund shall be dispatched



within 45 (forty five) days from the date of receipt of the communication of non allotment.

#### 6. WITHDRAWAL OF APPLICATION / CANCELLATION OF ALLOTMENT

#### 6. (a) Before Allotment

Applicants may withdraw their application prior to the allotment and may get full refund of the Application money without any interest and without deduction of any cancellation or administrative charge.

#### 6.(b) After Allotment

- (I) The Allottee shall be entitled to cancel the allotment any time before the execution of the Agreement for Sale and upon such cancellation ASVHL shall refund the monies and taxes paid by the Allottee as per the relevant provision of the relevant Act on the date of cancellation without interest subject to forfeiture of following sums as detailed hereunder:
  - (i) Application Money or the actual amount paid whichever is higher subject to a maximum of 19.5% of the Sales Price along with applicable taxes shall be forfeited and the balance, if any, shall be refunded (without interest).
  - (ii) Interest due in case of default, calculated till date of receipt of cancellation intimation, shall be forfeited.
- (II) ASVHL on default of payment by the Allottee shall be entitled to cancel the Allotment anytime before execution of the Agreement for Sale and upon such cancellation ASVHL shall refund the monies and taxes paid by the Allottee as per the relevant provision of the relevant Act on the date of cancellation without interest subject to forfeiture of following sums as detailed hereunder:
  - (i) Application Money or the actual amount paid whichever is higher subject to a maximum of 19.5% of the Sales Price along with applicable taxes and the balance, if any, shall be refunded (without interest).
  - (ii) Interest due in case of default, calculated till date of issue of termination letter.
- (III) ASVHL shall exercise the said right of cancellation/ termination of the said Allotment Letter and/or the Agreement (as the case may be) subject to the following terms and conditions:
  - (i) Upon non receipt of payment within due date, ASVHL shall issue a notice to the Allottee to pay the amounts due within 60 (Sixty) days of due date. The Allottee shall be liable to pay the due amounts with interest accrued thereon as prescribed under Clause 10(b) hereunder.
  - (ii) Upon non payment, ASVHL shall in its sole, absolute and unfettered discretion be entitled to cancel/ terminate the allotment or the Agreement (as the case may be) upon the expiry of the 60 (Sixty) days from the due date period as mentioned in the notice. ASVHL will issue a cancellation/termination letter without any further notice to the Allottee.
  - (iii) Upon the cancellation and termination of the said Allotment Letter and/ or the Agreement for Sale (when executed), ASVHL shall be at a liberty to sell or other wise dispose off the Apartment/ Flat to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as ASVHL may in its sole, absolute and unfettered discretion think fit and proper and the Allottee(s) shall not be entitled to raise any objection or dispute in this regard.
  - (iv) In the event, if the Agreement for Sale is executed and registered then in that event, the Applicant agrees and undertakes to execute a Deed, Document, or Writing including the Cancellation Deed to cancel the Agreement, the balance amount, if any shall be paid to the Applicant only upon the cancellation of the Agreement and/ or receipt of the Cancellation Deed, Documents, writings as aforesaid.

In the event of cancellation of Agreement as aforesaid, ASVHL shall be entitled to file Declaration with respect to termination and cancellation of the Agreement, before the Sub Registrar of Assurances.



#### 7.A PRICE

#### 7.(a) Payment

Price indicated in the Price & Payment Schedule shall be paid as per Annexure-A.

Price as mentioned hereinabove is exclusive of any taxes, which may be leviable by any appropriate authorities would include (but not limited to), taxes like value added tax, works contract tax, service tax and any other tax, both present and future, as may be applicable from time to time, shall be separately charged and recovered from the Allottee(s).

7.(b) The Applicant/s hereby agrees that, the Applicant /s shall be responsible and liable to pay both VAT (under Gujarat Value Added Tax Act) and Service Tax as may be applicable on transfer and sale of Apartment/ Flat by ASVHL to the Applicant. The Applicant would also be liable to pay interest/ penalty/ loss incurred to ASVHL on account of Applicant's failure and/ or delay to pay VAT/ Service Tax and/ or such other levies, statutory charges etc. within 7(seven) days of being called upon by ASVHL.

The Applicant/s further agrees that the Applicant/s shall be liable to pay any taxes, levies, statutory charges imposed by appropriate authorities applicable to transfer and sale of Apartment/ Flat with retrospective effect, and if any recovery proceedings in consequence thereof are initiated.

It is further agreed by the Applicant/s that the Applicant shall before obtaining the possession of the said Apartment/ Flat pay the requisite amount of Gujarat Value Added Tax, service tax if and any other tax (if applicable) or any other charges levied by statutory authorities by time to time for construction/sale of the Apartment/ Flat to ASVHL.

In addition to the above, the Applicant further agrees to pay Goods and Services Tax (GST) upon effective introduction of GST in India in lieu of VAT and Service Tax by the Government of India as may be applicable on the transaction of transfer and sale of Apartment/ Flat by ASVHL to the Applicant.

- 7.(c) Advance Maintenance charges, deposits, electrical meter deposits/ connection charges, water and sewer connection charges, documentation/ legal charges and any other charges/ deposits as may be applicable, shall be separately charged either by ASHVL or the Maintenance Agency appointed by it
- 7.(d) If there is an increase in the cost of construction which is beyond 20% (twenty percent) of the present cost of construction and labour then such excess cost of construction proportionate to the Flat/ Apartment shall be borne by the Applicant(s)/Allottee(s).

### 7. B Possession Time and Compensation:

ASVHL shall endeavor to give possession of the Flat/ Apartment to the Allottee(s) on or before **January 2016** but subject to force majeure circumstances and reasons beyond the control of ASVHL. If ASVHL fails to give possession of the Flat/ Apartment on or before the above mentioned date then ASVHL shall pay to the Allottee(s) compensation @ 6% per annum for the amounts paid towards Flat/ Apartment from the date of possession as mentioned herein till the date of actual possession.

However, the compensation shall not be paid:

- a) For the period of delay caused in getting essential infrastructure facilities such as electricity, water supply beyond the extension in case of force majeure circumstances as mentioned hereinabove, and /or
- b) If the Allottee commits any breach of terms and conditions contained herein or the Agreement for Sale [when executed] by the Allottee.

Similarly, if the Allottee(s) fails to take possession within Thirty (30) days from the date of intimation in writing by ASVHL, then the Allottee(s) shall be liable to pay holding charges to ASVHL as per the rates mentioned herein for the entire period of such delay.



#### 8. PARKING SPACES FOR RESIDENTIAL APARTMENT

- 8. (a) Open Car parking facility will be provided in the Complex subject to availability. Parking spaces will be allotted as per the scheme of ASHVL and as per the payment plan, Schedule "A" annexed hereto.
- 8.(b) Earmarking of specific parking space will be done at the time of giving possession of the Flat/ Apartment. Each allotted parking space will entitle the Allottee(s) the right to park only one vehicle. In case of transfer of Flat/ Apartment, the right to use the parking space shall be automatically transferred along with the Flat/ Apartment. The right to use the parking space under no circumstances is separately transferable. This right to use parking space(s) shall not confer upon the Allottee(s) any right of ownership of the space on which such parking facility is provided. Unallotted parking space, if any, shall continue to remain the property and in possession of ASHVL It shall be the discretion of ASHVL to allot/ use these unallotted parking spaces as it may decide, at its sole discretion.

#### 9. TIME OF PAYMENT OF ALLOTMENT MONEY/INSTALLMENTS AND OTHER DUES

- 9. (a) It shall be incumbent on the Allottee(s)s to comply with the terms of payment in respect of the Apartment/ Flat and any other sums payable under the General Terms & Conditions. Timely payment shall be the essence of each transaction.
- 9. (b) Payment of installment, and all other dues shall have to be made within due dates as would be mentioned in the letter(s) of ASVHL to be issued from time to time requesting for such payments. Payment within time would be deemed to be essence of the terms of allotment. Part payments will not be accepted after the due dates. Allottee(s)s are liable to pay interest on the amount due @ 18% per annum from the date on which the amount falls due, to the date of payment, both days inclusive. All payments received will be first applied towards interest payable, then towards past taxes payable, then towards other dues if any and thereafter towards the installments along with taxes applicable to the said installment. No payment will be received after due date without the payment of the applicable interest, if any as mentioned in 6 (b) (i) above.

In case of cancellation as contained in clause No. 6(b) above, ASVHL shall deduct charges as provided in clause 6(b) and the Allottee(s) shall have no right, title, lien, claims or demands against the allotted Apartment/ Flat. All amounts paid by the Allottee(s) on various accounts will be refunded without any interest after deduction of charges as stated in clause 6(b).

### 10. TRANSFER OF APARTMENT(S) / FLAT(S) AND TRANSFER FEE

10. (a) The Applicant(s)/Allottee(s), cannot transfer the booking or allotment in favour of a third party for 12 (twelve) months from the date of allotment of the Apartment/ Flat. Transfer of booking may be permissible after 12 (twelve) months subject to approval by ASVHL, who may at its sole discretion permit the same on payment of transfer charges calculated at the rate of 3% of the sales price [taxes extra] and other administrative charges as may be fixed by ASVHL from time to time, submission of inter alia affidavit/ undertaking/ request for transfer or any other document and on such terms and conditions and guidelines as it may deem fit by ASVHL. Stamp duty as applicable on this transfer shall be paid by the transferor / transferee. The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to ASVHL on the date of submission of the request application.

However, the Applicant(s)/Allottee(s) agree/s and undertake/s to

- i) pay the administrative charges as fixed by ASVHL;
- ii) register the Agreement for Sale in view of the changes by properly entering into Deeds/s documents and writings in case the Agreement for Sale is already registered before effecting the transfer as aforesaid.
- 10. (b) However, anytime after allotment and before the execution of the registered Agreement in respect of the Apartment/ Flat transfer fees of Rs.10,000/- (Rupees Ten Thousand only) [taxes extra] shall be payable in case such transfer is in favour of the spouse or child, parents or brother or sister of the either Allottee/ Applicant and upon execution of such registered Agreement in respect of the Apartment/ Flat the parties to the Agreement should only join as parties in the Deed of Conveyance in respect of the Apartment/ Flat.



- 10.(c) Anytime after allotment and before the execution of the Agreement in respect of the Apartment/ Flat the inclusion/ deletion of the name/s of the spouse or child, parents or brother or sister of the original Allottee as new Joint Allottee or change of Joint Allottee or swapping/ interchanging between the First and Second/ Joint Applicant/ Allottee is permissible subject to charges of Rs.10,000/- (Rupees Ten Thousand only) [taxes extra].
- 10. (d) The request for transfer, inclusion, deletion or swapping between the Applicants/ Allotees as mentioned in clause No. 10(b) and 10(c) shall be allowed anytime before execution of the Agreement for Sale and subject to clearing all the sums that shall be due and payable to ASVHL on the date of submission of the request application.

#### 11. DOCUMENTATION FOR TRANSFER

- 11. (a) It will be ASVHL's endeavor to execute and register the Agreement for Sale of the Apartment(s)/ Flat(s) within the complex before handing over possession of the Flat/Apartment. The Agreement for Sale/ Deed of transfer will be drafted by the Solicitors/Advocates of ASVHL and shall be in such form and contain such particulars as be approved by ASVHL. No request for any changes, whatsoever, in the Agreement for Sale /deed of transfer will be entertained.
- 11. (b) In case, the Allottee(s) fails or neglects to get the Agreement for Sale registered within the date notified, physical possession of the Apartment/ Flat to the Allottee(s) may be withheld by ASVHL and penalty if any payable under relevant laws for delay in completion of the registration of Agreement for Sale will be payable by the Allottee(s) till the registration of the Agreement for Sale is completed. ASVHL shall have the right to cancel the allotment in case the Allottee(s) fails to have the Agreement for Sale registered within 15 days from the date notified to the Allottee(s). Upon such cancellation, the amounts received from the allottee will be refunded without any interest but after deduction of applicable charges as stated in clause 6(b).
- 11. (c) The Allottee(s) will be required to pay, on demand, ASVHL or to the Concerned Authorities, as may be so decided by ASVHL, the applicable stamp duty & registration charges for registration of the Agreement for Sale and/or deed of transfer of their respective Apartment(s)/ Flat(s).

#### 12. GENERAL

- 12. (a) It is understood that the applicant(s) has/ have applied for allotment of Apartment(s)/ Flat(s) with full knowledge of all the law/ notifications and rules applicable to the said Land/ complex/ project area, which have been fully understood by the applicant(s). It is further understood that the applicant have fully satisfied himself/ herself about the right, and/ or interest of ASVHL in the said Land on which construction of the complex will be/ are being constructed.
- 12.(b) It is understood that the applicant has applied for allotment of an Apartment/ Flat for residential purpose only.
- 12.(c) The Allottee(s) shall from time to time sign all applications, papers, documents, maintenance agreement, electricity agreement and other relevant papers, as required, in pursuance to the allotment and to do all acts, deeds and things as ASVHL may require in the interest of the complex and Apartment/ Flat owners. In case of Joint Allottee, any document signed/accepted/acknowledged by any one of the Allottee(s) shall be binding upon the other Allottee.
- 12. (d) The expression 'Complex' wherever used in these terms and conditions shall always mean the complex on the said Land which will be known as "**New Haven Compact**"
- 12. (e) Part of the said land was converted in to NA by Order of District Development Officer bearing No. Dist. Panch/Land/NASR/74/Vashi/7351/44/09 dated 20th March 2009. The plan approval of the said Complex has been granted by Government of Gujarat vide in principal sanction bearing No. PRCH-102010-3013-C-(Arvind)-L dated 28th June 2010. Approvals for the balance part of the said land are being obtained by ASHVL.ASVHL at its sole discretion shall have the right to effect suitable and necessary alterations in the layout plan and/or specifications, as and when required due to sanction/



- revision of building plans, technical reasons, site conditions or any other reasons, which may involve all or any of the changes, such as, increase/ decrease in size, change in floor-plan, layout, change in its number etc. However, if there is any increase/ decrease in the areas, the differential amount will be adjusted/ payable on pro rata basis.
- 12. (f) The Allottee(s) of the Apartment(s)/ Flat (s) shall pay, as and when demanded, the maintenance including security deposit for providing, maintaining and up-keeping the Complex and other deposits and charges for the various services to be provided in the Complex, as may be determined by ASVHL or the maintenance agency appointed for this purpose, as the case may be.
- 12.(g) The Allottee(s) undertakes to join any society/ association of the Apartment/ Flat Owners and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by ASVHL in its sole discretion for this purpose.
- 12.(h) The Applicant/s agree/s and confirms that if in the event of any major alteration/s / modification/s of the said building plans resulting in an increase/ decrease in the Carpet/ Saleable area of the Apartment/ Flat upto 10% due to alterations in the layout plan and/ or specifications, as and when required due to revision of building plans, technical reasons, site conditions or any other reasons, in that event such increase/ decrease shall be acceptable to the Applicant/s. In case, any change in plans, specifications or location due to change of plans, permission, consent etc. is given by statutory authorities, the same shall be fully binding on the Applicant/s.
- 12.(i) The layout, landscaping, pathways, connectors and building plans, specifications of the building(s)/complex and the amenities and the facilities and the apartment(s) as shown in the various booklets/inserts of the application form shall be subject to changes/variations. ASVHL may effect such variations, additions, alterations, deletions and/or modifications therein as it may, at its sole discretion, which is, deemed appropriate or as may be directed by competent authorities.
- 12. (j) ASVHL reserves the right to create charge on this Complex for obtaining development and other finance from credit/ financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to ASVHL and the Allottee(s) whenever asked in support of by ASVHL in this regard, shall give and grant to ASVHL, his/ her/ their/ its specific, full, free and unqualified consent and permission for doing the same, and strict compliance of this condition on the part of the Allottee(s) shall be of the essence of allotment of the Flat/ Apartment. Failure on the part of the Allottee(s) to implement and comply with this essential condition will be treated as a breach of the said Allotment Letter and/ or the Agreement for Sale (as the case may be), and ASVHL shall thereupon be entitled to cancel and terminate the said Allotment Letter and/ or the Agreement for Sale (as the case may be). However, on or before the execution of the Agreement for Sale, the respective Apartment/ Flat of the Allottee(s) will be freed from all such encumbrances.
- 12. (k) ASVHL will have the right to decide which block(s)/ building(s) to construct first. All the buildings may not be constructed simultaneously.
- 12. (I) ASVHL has made clear to the Allottee(s) that it may be carrying out extensive developmental/ construction activities at any time in future in the entire area falling outside the land beneath footprint of the Building, in which his/ her Apartment/ Flat is located and that the Allottee(s) has confirmed that he/ she shall not raise any objections or make any claims or default in any payments as demanded by ASVHL on account of inconvenience, if any which may be suffered by him/ her due to such developmental/ construction activities or incidental/ related activities.
- 12. (m) It is made clear that the Allottee(s) shall have no right to claim partition of the said land and/ or common areas/ facilities and even the Apartment/ Flat is not partitionable.
- 12. (n) Due to any operation of law or any statutory order or otherwise as may be decided by ASVHL, if a portion of the entire scheme or the entire scheme is discontinued or truncated then the Allottee(s) affected by such discontinuation or truncation will have no right of compensation from ASVHL. ASVHL will, however, refund all the money received from the Allottee(s) without any interest however, subject to deductions of taxes paid by the Allotee as per the relevant provision of the relevant Act on the date of discontinuation of the scheme.
- 12.(o) In case during the course of construction and/ or after the completion of the complex, further



construction on any portion of vacant land or building or terrace becomes possible, ASVHL shall have the exclusive right to take up or complete such further construction. In such a situation, the proportionate share of the Allottee(s) in the said Land and/ or in the common area/s and facilities shall stand varied accordingly. All the Allottee(s) shall be deemed to have given their consent to such construction by ASVHL.

- 12. (p) No request for modification or change in the interior/ exterior facades of the building will be permitted.
- 12. (q) In the event of paucity or non-availability of any material ASVHL may use alternative materials/ article but of similar good quality. Decision of ASVHL on such changes shall be final.
- 12.(r) Certain infrastructure like Complex level drainage, sewerage, approach road inside the Complex including street lighting, fire fighting equipments and its water supply network etc. may be common with other zones/ dwelling Flats/ Apartments within the Complex, the maintenance and management of which will lie in the hands of an apex body of such zones/ dwelling apartments/ flats/ association/ registered institutional body formed or any other alternative arrangement which ASVHL finds most suitable for proper maintenance of such common facilities of Complex. The Association of Apartment/ Flat owners will be required to be a member of such apex body and will also be required to contribute proportionately towards contingency fund and towards maintenance expenses of all such areas & facilities. However, ASVHL will charge the individual Allottee(s), from the date of notice of possession the required maintenance fee till such time the Association of Apartment/ Flat owners takes over the management and maintenance of the complex. In the event of individual society/ association of Apartment/ Flat owners of each building is formed, ASVHL may retain the maintenance deposit till the completion of the project for maintenance of common infrastructure. The balance deposit if any remaining shall be handed over thereafter either to the respective society/ association of Apartment/ Flat owners or to the Apex Body.
- 12.(s) The Terms and Conditions contained here shall be deemed to form part of the Application by the intending Allottee(s) and all allotments shall be strictly subject to these Terms and Conditions. All designs, measurements, specifications mentioned and stated therein are tentative and subject to changes.
- 12.(t) The Applicant(s)/ Allottee(s) hereby also covenants to observe and perform all the terms and conditions of the booking, and/ or allotment and/ or the Agreement and/or Conveyance Deed, to keep ASVHL and its agents and representatives, estates and effects indemnified and harmless against the said payments and observance and performance of the said terms and conditions and also against any loss or damages that ASVHL may suffer as a result of nonpayment, non-observance, or non-performance of the terms and conditions mentioned herein and/ or Agreement and/ or Conveyance Deed by the Applicant(s)/Allottee(s).
- 12.(u) In addition to the Applicant(s)/ Allottee(s) liability to pay interest as mentioned hereinabove, the Applicant(s)/ Allottee(s) shall also be liable to pay and reimburse to ASVHL, all the costs, charges expenses and penalty/ interest due thereon, whatsoever, which are borne, paid and/ or incurred by ASVHL for the purpose of enforcing payment of and recovering from the Applicant(s)/ Allottee(s) any amount/s or due/s whatsoever payable by the Applicant(s)/ Allottee(s) under this Application Form or the Allotment Letter (when issued) or the Agreement (when executed).
- 12. (v) All correspondence will be made with first applicants at the address for correspondence on ASVHL's record initially indicated in the Application Form. Any change of address will have to be notified in writing to ASVHL at its registered office and acknowledgement obtained for such change. In case there is a joint allottee, all communication shall be sent by ASVHL to the first allottee and which shall for all purposes be considered as served on both Allottees.
- 12.(w) The applicants must quote the application number as printed in the acknowledged Pay-in-Slip and on allotment, their Apartment/ Flat Number as indicated in the said Allotment Letter, in all future correspondence.
- 12.(x) ASVHL, however, may at its sole discretion, change, add, delete, alter or relax any of the conditions stated herein and also in other parts of the Application Form including all documents/ inserts which are contained in and form part of the application form. It also reserves the right to reject any application without assigning any reason whatsoever. However, the refund shall be subject to



deductions of taxes paid by the Allotee(s), as per the relevant provision of the relevant Act on the date of such refund.

12.(y) If for any reason(s) ASHVL, is not in a position to allot the Flat(s)/Apartment(s) applied for, due to revision of the building plans or for any reasons whatsoever beyond the control of ASVHL, ASVHL shall refund only the actual amount paid, without any interest and ASVHL shall not be liable for payment of any compensation on this account whatsoever.

#### 13. BREACH

Should the Allottee(s) fail to perform or observe any of the stipulations contained herein, ASVHL shall have the right to cancel the allotment. In the event of such cancellation the Application money, allotment money, installments, maintenance charges, deposits, electrical meter deposit, documentation/ legal charges and any other amount received by ASVHL, shall be returned to the Allottee(s) after deduction of due interest, if any, on delayed payments as stated in clause 6(b) above.

#### 14. JURISDICTION AND ARBITRATION

- 14. (a) All disputes or differences relating or arising out of or in connection with the Provisional Allotment read with the terms and conditions contained herein, shall be mutually discussed and settled between the parties.
- 14.(b) However, disputes which cannot be settled amicably, shall be finally decided and resolved by arbitration in accordance to the provisions of the Arbitration and Conciliation Act 1996 and any subsequent amendments thereto. The matter requiring arbitration will be referred to a sole arbitrator to be appointed by ASVHL at Mumbai only. The proceeding of the arbitration shall be conducted in English and shall be construed as domestic arbitration under the applicable laws.
- 14. (c) All disputes/ issues arising out of this transaction will be subject to the exclusive jurisdiction of Courts at Gujarat.





# Annexure 'B'

# RELATIONSHIP WITH THE DIRECTOR/S OF ASVHL THE ENTITY/S IN WHICH SUCH DIRECTOR/S IS/ARE INTERESTED

(i)	Specify the name/s of the director/s with whom the Applicant/s is related along with the nature of relationship with the Applicant/s	Name/s: Name/s: Nature of Relationship:								
(ii)	Whether the Applicant/s is/are interested in the entity/s in which director/s of	Yes / No (Tick as applicable)								
	ASVHL is / are interested?									
(iii)	name/s of the Entity/s in which the	Name/s of the Entity/s:								
	Applicant/s is interested.									
		Nature of Interest:								

If any director/s or relative of such director/s of ASVHL is a partner in partnership firm then such partnership firm or any partner of such partnership firm shall be deemed to be interested OR If any director/s or relative of such director/s of ASVHL is a director or a shareholder in a private company then such a company or its director/s or shareholder/s shall be deemed to be interested OR If any director/s or relative of such director/s of ASVHL is a trustee in any trust then such trust or any trustee of such trust shall be deemed to be interested OR If any director/s or relative of such director/s of ASVHL is a director and/or a shareholder holding 2% or more equity shares in a public company then such company or its director/s shall be deemed to be interested.



# **ACKNOWLEDGEMENT SLIP**

Received Application No.:	
Name of the Sole /First Applicant:	
FULL NAME, in CAPITAL Letters (In the order of First, Middle and Last  Mr./Mrs./Ms./Master	Name, Leaving a space between words)
Cheque/Demand Draft/ Pay Order No. :	<b>Dated:</b> D D M M Y Y Y Y
Drawn on	Bank
	Branch.
Date: DDDMMMYYYY	
	Name & Signature of Sales Person





# **CUSTOMER FEEDBACK FORM**

# Code:A1

		Customer Code:	
Project Name:			
Apartment Details:			
Name: Mr./Mrs./Ms.:			
Current Address :	First name	Surna	me 
Current Address .			
Permanent Address:			
Residential Status :	Indian	NRI	PIO
Current residence: :	Owned Re	nted Company owned	Family
Tel. No.:(Residence)	(Off)	Mobile N	lo
Email: (Office)	(Perso	nal)	
Date of Birth :	D D M M Y Y		
Status :	Single Ma	arried	
Occupation / Employment St	tatus (Self):		
Self Employed :	Doctor	Lawyer	CA
	Consultant	Others	
Business :	Trading	Manufacturing	IT/ ITES/ Software
	Banking/Financial Servi	ices Others:	
Service :	Manufacturing	IT/ ITES/ Software	Banking/Financial Services
	Hospitality	Others	
Homemaker :			
Marriage Anniversary :	D D M M Y Y		
Spouse Name :			
Spouse's Date Of Birth :	D D M M Y Y		
Spouse's Occupation :	Service	Homemaker	Self Employed



Is Spouse Second Applicant : Yes		No		
Spouse Residential Status : Indian		NRI		PIO
Family Size : 1memb		2members 5members		3members >5 Members
Monthly Household Income (Rs)				
Upto Rs. 25,000	Rs. 25,000 – Rs	s. 50,000	Rs. 50,0	000 – Rs. 75,000
Rs. 75,000 – Rs. 1L	Rs. 1 L – Rs. 1.5	5L	Rs. 1.5 l	L – Rs. 2L
Rs. 2L – Rs. 5L	Rs. 5 L – Rs. 10	L	Rs. 10 L	– Rs. 20 L
Rs. 20 L – 30 L	Rs. 30 L – 40 L		Rs. 40 L	– Rs. 50 L
Above Rs. 50 L				
Do you own Vehicle/s Four Wheeler	: YES		NO	
If YES: Brand/Model 1)				
2)				
3)				
Is this going to be your first home purchase	∍? [	YES		☐ NO
Reason for purchase				
Self-use	Invest	ment		To be Rented
Second Home	Retire	ement Home		For Parents/Son/Daughte
How did you get to know of our project?				
Advertisements	Online	e (Website/ Email/S	Search Eng	gine/ Web Banner)
Hoarding	Sales	Associate/Broker		
News Article	Friend	d/Relative/Colleagu	е	
Press Ad	Ads in	n Magazine		
Others: Please Specify				
Feedback on our Project:				
Why did you choose to buy in this project:				
Any other comparable projects you visited	1)			
	2)			



4)				
SALES OFFICE EXPERIENCE:				
	Excellent	Good	Satisfactory	Poor
How did you like the response at reception?				
How do you like the Office Ambience?				
How did you like the Walk Through Presentation of the project?				
How did you like the Brochure of the project?				
How did you find the Courtesy / Appearance of the Sales Person attending you?				
How did you find the Quality and Comprehensiveness of the information provided?				
How do you rate the Layout of the project?				
How do you rate the Design & Aesthetics of the Project?				
How do you rate the Amenities of the Project?				
Did the Sales / Admin Person satisfactorily answer your queries?	Yes		No 📗	
Please mention why:				
SITE VISIT EXPERIENCE:				
	Excellent	Good	Satisfactory	Poor
How do you rank the visibility of Direction Markers to the site?				
How did you like the response at reception?				
How do you rank the Ambience and Cleanliness of Sales Gallery/ Show Flat?				
How did you like the Walk Through Presentation of the project?				
How did you like the Brochure of the project?				
How did you find the Courtesy offered by the Sales Person attending you?				
How did you find the appearance of the Sales Person attending you?				

3) \_\_



information provided?					
How do you rate the Layout of the project?					
How do you rate the Design & Aesthetics of the Project?					
How do you rate the Amenities of the Project?					
Did the Sales / Admin Person satisfactorily answer your queries?  Please mention why:	Yes		No		
How do you rate the project overall?					
Excellent Good	Satisfactory	,	F	Poor	
Any comments or suggestions:					_
Signature		Date			

