

APPLICATION FORM



NH-24, Crossings Republik
Ghaziabad, U.P. (NCR)

360 Acres New Community Global City



For Enquiry
Contact 24X7 Customer Care : SMS AL 56006

Application for provisional allotment of residential apartment in THE NEST at Crossings Republik, on NH-24, NCR, Ghaziabad

Applocation No.	
Date	
Apartment No.	
Customer ID No.	

To M/s. Assotech Limited A-354, Sector-19, Noida-201301
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Please affix Passport Size Photograph (First Applicant)

Please affix Passport Size Photograph (Second Applicant)
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I/We request that, I/We May be provisionally allotted an apartment in your Project THE NEST at Crossings Republik, Main NH-24, Ghaziabad, (U.P.) under the following payment plan. (Tick one)

Down Payment Plan		Installment Payment Plan	
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I/We remit hereiwht a sum of Rs. (Rupees only)
 by Cash/DD/Cheque Vide no.dateddrawn onfavouring
Assotech Limited Payable at Delhi/Noida/Greater Noida as booking amount.

In the event of the compnay agreeing to provisionally allot me/us the said apartment, I/We agree to pay further installments of sale price and other dues as stipulated in the allotment letter and the payment plan as explained to me/us by the compnay.

I/We agree that the acceptance of my/our application does not entitled me/us to any right in the apartment until all payments in full have been paid by me/us on or before the due dates.

I/We further agree that I/We shall abide by the terms and conditions of the Company that are in force or that may be brought in to force from time to time.

I/we have clearly understood that this application doesn't constituted any offer of allotment or any agreement to sell and I/We do not become entitled to the provisional and/or final allotment of an apartment notwithstanding the fact that the company may have issued a receipt in acknowledgement of the money tendered with this application.

My/Our particulars are given below for your reference and record

Particulars of First / Sole Applicant

Applicant's Name			
Father / Husband's Name			
Date of birth			
Occupation		Qualification	
Correspondance address			
Office Name & Address			
Telephone No. (s)	Residence		Office
Marital Status (Tick One)	Married		Single
Res. Status (Tick One)	Resident		Non Resident
PAN No./Ward Circle No.			
E-mail:		Mobile No :	

Particulars Co-Applicant

Applicant's Name				
Father / Husband's Name				
Date of birth				
Occupation		Qualification		
Correspondance address				
Office Name & Address				
Telephone No. (s)	Residence		Office	
Marital Status (Tick One)	Married		Single	
Res. Status (Tick One)	Resident		Non Resident	
PAN No./Ward Circle No.				
E-mail:			Mobile No :	

Cost Details

A. Basic Cost	
Less Cash Discount	
Sub-Total (A) Rs.	
Rupees in Words	
B. Other Charges	
Preferential Location Charges	
Parking Charges (Open/Covered)	
Maintenance Security Deposit	
Lease Rent	
External Electrification Charges	
Fire Fighting Charges	
Club Membership Fee	
Others	
Sub-Total (B) Rs.	
Grand Total (A+B) Rs.	
Rupees in Words	

Nominee

Name		Relationship with applicant (s)	
Address			

Declaration

I/we the above applicant hereby declare that the particulars given above are true and correct and nothing has been concealed thereform			
First/Sole Applicant	Name	Signature	
Co-applicant	Name	Signature	
	Date	Place	

FOR OFFICE USE

Receiving Officer's Name		Accepted		Not Accepted	
Booking Amount (Rs.)		Receipt No.		Date	
Sig. of Receiving officer		Date		Checked by	

INDICATIVE TERMS & CONDITIONS FORMING A PART OF THIS APPLICATION FOR THE ALLOTMENT OF APARTMENT IN "THE NEST" AT CROSSINGS REPUBLIK™, NH-24, GHAZIABAD.

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 Apartment Buyers Agreement which upon execution shall supersede the terms and conditions set out in this application.

1. The intending Allottee(s) has satisfied himself/ herself/themselves about the right, title and interest of the company in the land on which the apartments are proposed to be constructed in the name of "The Nest" at Crossings Republik, NH-24, Dundahera, Ghaziabad and has understood all limitations and obligations in respect thereof.
2. The intending allottee agrees that., if as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Apartment / said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent authority (ies) become subject matter of any suit / writ before a competent court or due to force majeure conditions, the Company, after provisional and / or final allotment, is unable to deliver the Apartment/Parking Space(s) to the intending allottee for his/her occupation and use, the intending allottee agrees that the company if it decides in its sole discretion to refund then it shall be liable only to refund the amounts received from him/her without any interest or compensation whatsoever.
3. Saving and excepting the particular Apartment allotted, the intending Allottee(s) shall have no claim, or right of any nature or kind whatsoever in respect of open spaces, parking places, lobbies, staircases, lifts, terraces, roofs or any other space (hereinafter referred to as "common spaces") not allotted to him. The Company shall have all right over common spaces and the Company shall, at its discretion, use the same for any other purposes as may be desired by the Company.
4. The Company has made clear to the Intending Allottee that it shall be carrying out extensive development/ construction activities for many year in future in the entire area falling outside the land beneath the said building , in which his/her Apartment is located and that the Intending Allottee has confirmed that he/she shall not raise any objections or make any claims or default in any payments as demanded by the company on account of inconvenience, if any, which may be suffered by him/her due to such developmental/ construction activities or incidental/related activities. It is made clear by the company and agreed by the Intending Allottee that all rights including the ownership thereof of land(s), facilities and amenities other than those within the said Building and the land beneath the said building excluding all the parking spaces in whatever manner and from including but not limited to parking spaces specifically allotted and assigned to all the intending Allottees of "The Nest" inclusive of the car parking spaces allotted and assigned to the Intending Allottee(s), shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of future rights in favour of any other party by way including transfer, lease, collaboration, joint venture, operation, and management or any other mode including transfer to government, semi government, any other authority, body, any person, institution, trust and/or any local body (ies) which the company may deem fit in its sole discretion. The company relying on this specific undertaking of the Intending Allottee in this application may provisionally / finally agree to allot the Apartment and this undertaking shall survive throughout the occupancy-of the Apartment by the Intending Allottee, his/her legal representatives, successors, administrators, executors, assigns etc.
5. Club, Party Hall, shops, parlour and other open spaces shall be the sole property of the company and the revenue collected from them shall be utilized by the company at its sole discretion. The intending allottee shall have no right over such spaces or revenue collected from them.
6. As per the Layout Plan it is envisaged that the Apartments on all Floors shall be as an independent apartment with

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impartable and undivided share in the land area underneath the plot. The intending Allottee(s) shall not be permitted to construct any thing on the terrace. However, the Company shall have the right to explore the terrace in case of any change in the FAR., carry out construction of further Apartment in the eventuality of such change in the FAR, if as a result thereof, there are any changes in the boundaries or areas of the said Apartment, the same shall be valid and binding on the intending Allottee(s).

7.
 - a. Installments due towards payment of the Apartment will be made to the Company on or before the due date as mentioned in the payment plan herein. The intending Allottee(s) has/have agreed that the Company is under no obligation to send demands/reminders for payments. If payment is not received within the aforesaid stipulated period given as per the installment Plan, or in the event of breach of any of the terms and conditions of this Allotment by the Intending Allottee(s) or for any other reason, the Allotment will be cancelled and 10% of the Basic price of the Apartment will be forfeited and balance amount will be refunded without any interest.
 - b. Installment Call Notice / Demand letter if issued by the Company to the effect that installment has become due as stated above shall be final and binding. It is made clear that timely payment is the essence of this Allotment.
 - c. In exceptional circumstances, the Company may, in its sole discretion condone the delay in payment, by charging interest @ 18% per annum. However, permitting the condonation of delay in any particular case shall not be used as precedent and would not entitle any other intending Allottee(s) to seek condonation under this clause, as of right.
8. The intending Allottee(s) agree(s) that he/she shall pay the basic price of the apartment and other charges calculated on the basis of super area. The intending Allottee(s) has/have agreed that for the purpose of calculating the prices in respect of the said Apartment the super area shall be the covered area, inclusive of the area under the periphery walls, area under columns and walls within the floor, cupboards, plumbing shafts adjoining the said Apartment and balconies plus proportionate share of the services area to be utilized for common use and facilities.
9.
 - a. The intending Allottee(s) shall not be entitled to get the name(s) of his/her/their nominees(s) substituted in his/her/their place. The Company may, however, in its sole discretion permit such substitution on such terms and conditions including payment of such administrative charges as it may deem fit. Any change in the name of the intending Allottee(s) as registered/recorded with the company (including addition/deletion), amongst family members (husband, wife and own children and real brother/sister) will be attracting administrative charges. Administrative charges as prescribed by the Company from time to time will be paid by the intending Allottee(s), before such change.
 - b. The request letter for change of the right of the intending Allottee(s) would be duly signed by all the concerned parties and would be accompanied by a no-objection letter/certificate from the concerned bankers or financial Institutions in case payment against the said Apartment was made by the intending Allottee(s) by raising funds/loans against allotted Apartments as security from bankers or financial Institutions.
 - c. The substitution/change of name in place of the intending Allottee(s) shall attract transfer charges as prescribed by the company.
10. The intending allottee has seen and accepted the plans, designs, specifications which are tentative and the intending allottee authorises the company to effect suitable and necessary alterations / modifications in the layout plan/building plans, designs and specifications as the company may deem fit or as directed by any competent authority (ies). The intending allottee agrees that any increase or reduction in the super area of the apartment shall be payable or refundable (without any interest) at the rate per sq. mtr. as mentioned in this application.

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11. The construction of the Apartment is likely to be completed by _____ subject however, to force majeure, circumstances, regular and timely payments by the intending Allottee's availability of building material, change of laws by Governmental/local authorities etc. No claim by way of damage, compensation shall lie against the Company in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the Company.
12. In case the Company is unable to construct the Apartment within stipulated time subject to aforesaid reasons the Company will compensate the intending Allottee(s) for delayed period @Rs. 5/- per sq. ft. per month subject to regular and timely payments by the allottee(s). On the other hand if the intending Allottees(s) fails to take the possession of the Apartment within one month from the date of asking him to take the possession, intending Allottee(s) shall pay @Rs. 51- per sq. ft. per month to the Company for the period the Allottee(s) delays in taking possession.
13. It is hereby agreed between the parties that if there is either reduction or increase in the super area of the said Apartment or its location, no claim, monetary or otherwise will be raised or accepted except that the agreed rate per sq. ft. and other charges will be applicable for the changed area i.e. at the same rate at which the Apartment was booked and as a consequence of such reduction or increase in the super area, the Company shall be liable to adjust or refund without interest only the extra price or shall be entitled to recover the additional price and other proportionate charges without interest, as the case may be.
14. Any request for any change in construction of any type in the Apartment from the intending Allottee(s) will not be entertained / allowed.
15. The intending Allottee(s) is/are aware that Apartments are being allotted to various persons under terms and conditions mentioned in this letter. The intending Allottee(s) agrees that he/she/they will use the said Apartment for residential purpose and shall not use the aforesaid Apartment for any other purpose which may or likely to cause nuisance to intending Allottee(s) of other Apartments in the Township or to crowd the passages to use it for any illegal or immoral purpose. The intending Allottee(s) shall not store any hazardous or polluting articles/substances in the said Apartment.
16. Electric connection will be taken for the Township from UPSEB/any other source and will be distributed through separate meters to all intending Allottee(s). Charges for installation of the electric meter and whole distribution system shall be given by the intending Allottee(s) to the Company at the time of possession of the Apartment.
17. The intending Allottee(s) shall have to make the payment in time of all the bills on account of electricity and any other charges etc. as consumed by them to the Vendor or its nominated agency.
18. It is hereby agreed, understood and declared by and between the parties that the sale deed/registry shall be executed & registered in favour of the intending Allottee(s) after the Apartment has been fully and finally constructed at the site, after receipt of the total consideration and other charges, agreed herein, by the Company and the intending Allottee(s). Other connected expenses i.e. cost of Stamp Duty for registration of the sale deed / registry, registration charges/fee, miscellaneous expenses and Advocate legal fee charges, shall be borne and paid by the intending Allottee(s).
19. The intending Allottee(s) has/have to sign a "Maintenance Agreement" with the Company or its Nominee as appointed by the Company at the time of possession of the Apartment. The Allottee(s) has/have also agreed to pay the maintenance charges of the said Apartment to the Company or its nominee, as appointed by the Company. The intending Allottee(s) will deposit interest free Non-Refundable Security Deposit with the Company or its nominee, as appointed by the Company.
20. The maintenance, upkeep, repairs, security etc, of the Building including the common area of the building/ Apartment will be organized by the Company or its nominee. The intending Allottee(s) agree(s) and consents to the said arrangements. The intending Allottee(s) shall pay maintenance charges, which will be fixed by the Company or its nominee from time

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to time depending upon the maintenance cost. Any delay in payments will make the intending Allottee(s) liable for interest @ 18% per annum. Non-payment of any of the charges within the time specified shall also disentitle the intending Allottee(s) to the enjoyment of common services i.e. use of lifts, power back-up, garbage collection and use of water etc. The intending Allottee(s) consents to this arrangement whether the building is transferred to other Body Corporate and shall continue till such time as the Company terminates the arrangement.

21. That the intending Allottee(s) shall also pay to the Company (or its nominee/agency as appointed by the Company) such charges as may be required for maintaining various services/facilities in the Township such as street lighting, area security, maintenance of external sewer and bulk water supply and distribution systems, garbage disposal and scavenging of streets and public utility places and such services and cost towards administrative set up to run the services and purchase of equipment and machinery required to provide these services and depreciations thereof until the same are handed over to the Government or a Local Body for maintenance, in addition to the maintenance charges and other charges.
22. The intending Allottee(s) agrees to pay on demand taxes of all and any kind whatsoever, whether levied or leviable now or in future on land and/or Apartment(s) as the case may be, from the date of Allotment of the Apartment(s) and so long as each Apartment is not separately assessed or such taxes for the land and/or building(s)/tower(s), same shall be payable and be paid by the Allottee(s) in proportion to the area of his/her/ their Apartment(s). Such appropriation shall be made by the company or any other agency as appointed by the Company, as the case may be, and the same shall be conclusive, final and binding upon the Allottee(s).
23. The intending Allottee(s) shall permit the Company or their representatives when so required to enter his/her/ their Apartment for the purpose of performing installations, alternations, or repairs to the mechanical or electrical services, and that such entry is at a time convenient to the Company/intending Allottee(s). In case of an emergency, such right of entry shall be immediate.
24. The intending Allottee(s) shall not change, alter or make additions in the Apartment or the building/tower or any part thereof. The intending Allottee(s) also agree not to put up any name or sign board, neon light, publicity or advertisement material, hangings of clothes on the external facade of the building/tower or any where on the exterior of the building or in the common areas. The intending Allottee(s) also agree not to change the colour scheme of the outer walls or painting of the exterior side of the doors and the windows etc. or carry out any change in the exterior elevation or design. The intending Allottee(s) shall be responsible for any loss or damage arising out of breach of any of these conditions.
25. It is hereby agreed, understood and declared by and between the parties that the Company may take construction finance/ demand loan for the construction of any Block/Tower/Building or part there of from the Banks/Financial Institutions after mortgaging the land/Apartments however, the sale deed in respect of the said Apartment in favour of Intending Allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.
26. The intending Allottee(s) agree(s) and undertake that before or after taking possession of the Apartment or at any time hereafter, he/she/they shall have no right to object to the Company constructing or continuing with the construction of the other buildings adjoining to or otherwise in the building/Apartment.
27. The intending Allottee(s) hereby undertake(s) to abide by all laws, rules, regulations, notifications, demand etc. of the Group Housing Colony/Township and also agree to comply with and carry out all the requirements, requisition, demands and repairs which are required to be complied with in regard to rules and regulations or directives of the Development Authority/Municipal Authority/Government or any other competent authority in respect of the Apartment and building and the land on which the building is standing, at his/her/their at its own cost and expenses. The intending Allottee(s) shall pay the same to the concerned Authorities directly or shall pay to the Company in their proportionate share on

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demand by the Company for the above said reasons before and after handling over the possession. The intending Allottee(s) shall keep the Company indemnified, secured and harmless against all cost and consequences and all damages, arising on account of non compliance with the said requirements requisitions demands etc. after possession.

28. It is abundantly made clear that in respect of all remittances, acquisition / transfer of the said Apartment it shall be the sole responsibility of nonresident/ foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Application or Apartment buyers Agreement. Any refund , transfer of security if provided in terms of the Apartment Buyers Agreement shall be made in accordance with the provisions of Foreign Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Intending Allottee understands and agree that in the event of any failure on his/ her part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/ she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Intending Allottee shall keep the company fully indemnified and harmless in this regards. The Company accepts no responsibility in this regards. Whenever there is any change in the residential status of the Intending Allottee subsequent to the signing of this Application it shall be the sole responsibility of the Intending Allottee to intimate the same in writing to the Company immediately and comply with necessary formalities, if any, under the applicable laws. The Company shall not be responsible towards any third party making payment / remittances on behalf of any Intending Allottee and such third party shall not have any right in the application / allotment of the said Apartment applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Intending Allottee only.
29. The Company reserves the right to give on lease or hire any part of the top roof/terrace above this top floor for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes and the intending Allottee(s) agree that he/ she/ they will not object to the same and will not make any claim on this account.
30. The Company will have the right, without approval of the intending Allottee(s) in the building/tower, to make any alteration, addition, improvement or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold Apartment(s) within the building and the intending Allottee(s) agree(s) not to raise objection or make any claim on this account.
31. The intending Allottee shall abide by all rules, regulation, policies, guidelines, terms and conditions laid down by M/s. Crossing Infrastructure Private Limited or its appointed agency for proper upkeep and maintenance of the Crossings Republik or for any other purpose.
32. The intending Allottee(s) shall abide by all laws, rules and regulation of the G.D.A./Local Bodies/State Govt. of U.R/ Central Government and of the proposed Body Corporate, and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations before and after the completion of the Township. The Apartment shall be used for the purpose for which it is allotted.
33. The Company reserves the right to correct, modify, amend, change all the annexure attached hereto which are indicated to be tentative and intending Allottee(s) agree(s) for the same.
34. Car parking will be available on request on payment basis and it shall be allotted to the intending Allottee(s) of Apartments on 'First Come-First Serve' basis. Scooter/ Two wheeler /Cycle will be parked within the same parking space allotted to the intending Allottee(s). Upon Purchase a separate Agreement for the Allotment of the Car parking will be executed between Company or its nominees and the intending Allottee(s) purchase of one car parking per Apartment is mandatory.

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35. Further, if there is any Service Tax, Trade Tax and additional levies, Rates, Taxes, Charges, Compensation to the farmers, Government Cess and Fees etc. as assessed unpaid and attributable to the Company as a consequence of Government/ GDA / Statutory or other local authority(s) order, the intending Allottee(s), shall paid same in their proportionate share, if any.
36. Until a sale deed is executed & registered, the Company shall continue to be the owner of the said Apartment and also the construction thereon and this Allotment shall not give to the intending Allottee(s) any rights or title or interest therein even though all payment have been received by the Company. The Company/Financial Institution/Bank shall have the first lien and charge on the said Apartment (including on any income/rent there from) for all its dues and other sums as are and/or that may hereafter become due and payable by the intending Allottee(s) to the Company/Financial Institution/ Bank.
37. The intending Allottee(s) shall give his complete address to the Company at the time of application for all communications and it shall be his own responsibility to inform the Company in writing by registered AD letter/Courier about all subsequent changes, if any in his address, failing which, all demand letters/notices and letters posted at the first registered address will be deemed to have been received by him at the time when those should primarily reach such address and the intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
38. That in case there are joint intending Allottee(s), all communications shall be sent by the Company to the intending Allottee(s) whose name appears first and at the address given by him which shall for all purpose be considered as serviced on all the intending Allottee(s) and no separate communication shall be necessary to the other named intending Allottee(s) and the intending Allottee(s) has/have agreed to this.
39. It is specifically understood by the intending allottee(s) that upon execution, the terms and conditions as set out in the Apartment Buyers Agreement shall supercede the terms and conditions as set out in this application and fully accepted by allottee without any change.
40. 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.
41. The Company reserves the right to transfer ownership of the said "The Nest" in whole or in parts to any other entity such as Partnership Firm, Body Corporate(s) whether incorporated or not, Association or Agency by way of sale/disposal/or any other arrangement as may be decided by the company in its sole discretion and the Intending Allottee agrees that he/ she shall not raise any objection in this regard.
42. In the event of any dispute whatsoever arising between the parties in any way connected with the Allotment of the said Apartment, the same shall be referred to the sole arbitration of a person to be appointed by the 'Company', the intending Allottee(s) hereby confirms that he/she/they shall have no objection to this appoint ment and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held in District Ghaziabad (U.P.), India. The Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force. The High Court of Allahabad and the courts subordinate to it at Ghaziabad shall have jurisdiction in all matters arising out of or touching and/or concerning this Allotment.

I/ We have fully read and understood the terms and conditions mentioned herein above and agree to abide by the same.

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DATE: _____

Application No. : _____

APARTMENT NO. _____

1. NAME (FIRST APPLICANT) : _____
2. DATE OF BIRTH : _____
3. MARRIGE ANNIVERSARY : _____
4. CHILDREN'S NAME : _____
& DATE OF BIRTH _____

5. NAME (CO-APPLICANT) : _____
6. DATE OF BIRTH : _____
7. MARRIGE ANNIVERSARY : _____
8. CHILDREN'S NAME : _____
& DATE OF BIRTH _____

NAME : _____

ADDRESS : _____

E-MAIL : _____

SIGNATURE

SIGNATURE

(FIRST APPLICANT)

(CO-APPLICANT)

Web Site : www.assotechlimited.com



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Residential ● Retail ● Corporate ● Hospitality ● Healthcare ● Facility Management