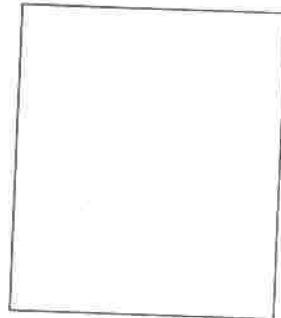


To,

M/s Neelkanth Ashiana Pvt Ltd  
106, Gagan Vihar, Rohta Road  
Meerut(U.P)-250001  
Tel no. 0121-2682790.



APPLICATION FORM

Dear Sir,

I/We undersigned request that a Plot/House/Flat/Shop/Office/Car Parking may be allotted to me/us as per the Company's terms and conditions which I/We have read, understood and signed and shall abide by the same as stipulated by the Company. In the event of default on my/our part, I/We shall have no claim what so ever against the company.

I/We further agree to sign and execute any necessary agreement, as and when desired by the Company on the Company's standard format. I/We have in the meantime signed the salient terms and conditions of sale, attached to this application form.

I/We remit herewith a sum of Rs..... (Rupees.....)  
by Cash/Bank Draft/Cheque No..... dated..... drawn on  
..... Bank Payable at Meerut as  
part of earnest money.

All drafts and cheques to be made in favour of **NEELKANTH ASHIANA PVT LTD.**, Meerut.

I/We agree to pay further installments of sale price as stipulated/called for by the Company and the other charges as and when called for.

My/Our particulars as mentioned below may be recorded for reference and communication.

1. Application (Sole/First).....  
S/W/D of ..... Nationality.....  
Address..... Pin.....  
Personal Detail  
Date of Birth..... Qualification.....  
Occupation/Business..... Address of Employer/Business .....
- ..... Contact No..... PAN No.....
2. Application (Sole/First).....  
S/W/D of ..... Nationality.....  
Address..... Pin.....  
Personal Detail  
Date of Birth..... Qualification.....  
Occupation/Business..... Address of Employer/Business .....
- ..... Contact No..... PAN No.....

3. Application (Sole/First).....  
 S/W/D of .....Nationality.....  
 Address.....Pin.....  
 Personal Detail  
 Date of Birth.....Qualification.....  
 Occupation/Business.....Address of Employer/Business.....  
 .....Contact No.....PAN No.....
4. Residential Status: Resident Indian.....Non Resident Indian.....
5. Payment Plan : Down Payment.....Installment.....  
 Detail of Unit proposed to be purchased  
 I) Name of Project :.....  
 II) Type of Property :.....  
 III) Unit Number :.....  
 IV) Block :.....  
 V) Floor :.....  
 VI) Area :.....
6. Booking through Dealer/Direct :.....  
 If through Dealer (Give his Particular)  
 Name.....Address.....  
 .....Pin.....Tel No.....  
 PAN No.....
7. I/ We undersigned (Sole/First/Second and Third Applicant) do hereby declare that the above mentioned particulars/informations given by me/us is true and correct and nothing has been concealed there form.

Yours faithfully,

Signature of the Applicant(s)

Place.....Date.....

**FOR OFFICE USE ONLY**

1. Application Accepted/Rejected
2. Details of Unit Alloted
3. Name of Project :..... Unit Number.....Type.....  
 Block No.....Floor.....Super Area.....Sq.Mt/Sq.Ft./Sq.Yards.....  
 .....Basic Sale Price..... Car Parking Space.....Price.....  
 Number.....
4. Cost of Car Parking Space.....
5. Amount received at the time of booking  
 Rs.....(Rupee:.....) by Cash/Bank

Draft/Cheque No.....dated.....drawn on  
.....Bank Payable at  
Meerut vide our receipt no. ....dated.....  
6. Booking through Dealer/Direct.....

Dated..... Place..... Authorised Signatory

#### TERMS & CONDITIONS FOR ALLOTMENT

1. The intending allottee(s) has applied dated.....for allotment of a residential/ commercial unit with full knowledge and subject to all the laws/notifications and rules applicable to the area in general which have been explained by the Company and understood by him/her/them.
2. The intending allottee(s) has full satisfied himself/herself/themselves about the interest and the title of the Company on the said land, on which the proposed unit will be constructed/plot is carved out and has understood all limitations and obligations in respect thereof. And there will be no objection by the intending allottee(s) in this respect.
3. The intending allottee(s) has accepted the plans, designs, specifications which are tentative and are kept at the Company's offices and agree(s) that Company may effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion deem appropriate and fit or as may be done by any competent authority and the intending allottee(s) hereby unconditionally gives his/her/their consent to such variation/ addition/ alteration/deletion and modification.
4. The company shall have the right to effect suitable and necessary alterations in the layout plan, if and when necessary, which may involve all or any of the changes, which are like-change in the position of unit/plot, change in its number, dimensions, height, size, area layout or change of entire scheme.
5. The intending allottee(s) shall not be entitled to get the name of his/her/their nominee(s) substituted in his/her/their place without the prior approval of the Company, which may, in its sole discretion, permit the same on such terms as it may deem fit.
6. The allotment of the unit/plot is entirely at the discretion of the company.
7. The intending allottee(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the said property.
8. Meerut courts alone shall have jurisdiction in all matters arising out of or concerning this transaction.
9. The intending allottee(s) agrees to pay the total basic sale price and other charges of the unit/plot as per the payment plan (Down Payment/Installment Plan) opted by him/her.
10. The Company and the intending allottee(s) hereby agree(s) that the amounts paid with the application for booking and in installments as the case may be, to the extent of 10% of the basic sale price of the unit and 10% of the basic price in case of plot will collectively constitute the earnest money. This earnest money shall stand forfeited in case of non fulfillment of these terms and conditions and those of Allotment Letter/Agreement as as also in the event of failure by the intending allottee(s) to sign the Allotment Letter/Agreement within the time allowed by the Company.

11. The timely payment of installments on due dates is the essence of this contract. It shall be incumbent on the intending allottee(s) to comply with the terms of payment and other terms and conditions of sale, failing which the allotment of the intending allottee(s) shall stand cancelled and the earnest money shall be forfeited. However, the Company reserves its right in its sole discretion to set aside the cancellation subject to payment of simple interest which shall not be less than 18% per annum on the amount of delayed payment.
12. The intending allottee(s) is/are fully aware that the unit/plot he/she/they is/are buying shall be on the free hold basis and the free hold charges, as and when demanded by the Company/Competent Authority, shall be payable extra in addition to the basic sale price.
13. In case there are joint intending allottees all communication shall be sent by the company to the intending allottee(s) whose name(s) appears first and at the address given by him/her for mailing and which shall for all purpose be considered as severed on all the intending allottee(s) and no separate communication shall be necessary to other named intending allottee(s). The intending allottee(s) has agreed to this condition of the company.
14. The sale deed shall be executed and got registered in favor of the intending allottee(s) within the reasonable time after completion of development work/construction at site and after receipt from his/her full price and other connected charges. Cost of stamp duty and registration/mutation, documentation charges etc., as applicable will be extra shall be borne by the intending allottee(s). The intending allottee(s) shall pay, as and when demanded by the company, Stamp duty and Registration/Mutation charges and all other incidental and Legal expenses for execution and registration of sale deed/Mutation of the unit/plot in favor of the intending allottee(s).
15. Unless a conveyance deed is executed and registered, the company shall for all intents and purposes continue to be the owner of the land and also the construction, if any, thereon and this agreement shall give to the allottee(s) only the right and interest therein an allottee.
16. The intending allottee(s) unconditionally agree(s) to reimburse to the Company and to pay on demand all taxes, levies or assessments whether levied now or leviable in future, on land and/ or the building as the case may be, from the date of allotment.
17. The intending allottee(s) shall not change the color scheme of the outer walls or painting or the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design.
18. The intending allottee(s) agrees that the sale of the unit/plot is subject to force majeure clause which interalia include delay on account of non availability of steel, cement or other building material, or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the company, civil commotion, or by reason of war, or enemy action of earthquake or any act of God, delay in certain decisions/clearances from statutory body, or if non delivery of possession is as a result of any notice, order, rules or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the company and in

any of the aforesaid event the company shall be entitled to a reasonable corresponding extension of the time of delivery of possession of the said premises on account of force majeure circumstances.

The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment or if the circumstances, beyond the control of the company, so warrant, the company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the allottee(s) for the period of the delay/ suspension of scheme.

In consequence of the company abandoning the scheme, the company's liability shall be limited to the refund of the amount paid by the intending allottee(s) without any interest or compensation whatsoever.

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

Dated.....

Place.....

Signature of the Intending Allottee(s)