

PROJECT BY



## APPLICATION FORM

First Applicant : .....

Unit No. / Floor : .....

# ROYAL ARCADE

The New Age  
**Shopping Centre**  
and **Office Complex**

To,

**Ashiana Homes Pvt. Ltd.**

Sales & Site Office  
ROYAL ARCADE  
Ragunathpur  
Main Nandan Kanan Road  
Bhubaneswar - 754 005

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

Photograph  
First Applicant

Photograph  
Co-Applicant

Dear Sir,

I/We request for allotment of a Commercial Unit as per details given below in the project **"Royal Arcade"** being developed jointly by Ashiana Homes Pvt. Ltd. and SJ Developers & Housing (P) Ltd. at Project **Royal Lagoon, Ragunathpur, Main Nandan Kanan Road, Bhubaneswar.**

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 : <input type="checkbox"/> Single <input type="checkbox"/> Married, Date of Anniversary .....
Residential Status	<input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident <input type="checkbox"/> Foreign National of Indian Origin
Occupation :	<input type="checkbox"/> Govt. Service <input type="checkbox"/> Private Sector <input type="checkbox"/> Self Employed <input type="checkbox"/> 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 : <input type="checkbox"/> Single <input type="checkbox"/> Married, Date of Anniversary .....
Residential Status	<input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident <input type="checkbox"/> Foreign National of Indian Origin
Occupation :	<input type="checkbox"/> Govt. Service <input type="checkbox"/> Private Sector <input type="checkbox"/> Self Employed <input type="checkbox"/> 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 / COMMERCIAL UNIT APPLIED FOR:**

Unit No.		<b>Price of Unit (A)</b> (Price of Unit includes right of use for 1 No. Car Parking Space in Basement)	₹
Floor		<b>Other Charges</b>	
Saleable Area	_____ Sq. Ft.	Power Back-up Instillation charges for _____ KVA	₹
	_____ Sq. Mtr.	Legal Charges	₹
Carpet Area	_____ Sq. Ft.	<b>Total (B)</b>	₹
	_____ Sq. Mtr.	<b>Total Price of Unit (A + B)</b>	₹
Payment Plan	<input type="checkbox"/> Installment Payment	<b>Maintenance Charges</b>	
	<input type="checkbox"/> Down Payment	2 Years Advance Maintenance Charges (AMC)	₹
		Interest Free Security for Facilities Management (IFSFM)	₹
		<b>Total (C)</b>	₹
		<b>Total Payable (A + B + C)</b>	₹

**INCOME TAX DETAILS:**

<b>First Applicant</b>	PAN/GIR No.		Ward No.		Circle No.	
<b>Co - Applicant</b>	PAN/GIR No.		Ward No.		Circle No.	

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

I/We agree to pay further installments as stipulated/demanded by the Company 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 Commercial 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	DIRECT / Authorised Agent
Agent's Name & Address, Stamp	

<b>Check List for Receiving Officer</b>	
<input type="checkbox"/>	Booking Amount (10% of the Price of Unit)
<input type="checkbox"/>	Customer's Signature on all pages of the application form.
<input type="checkbox"/>	Photocopy of PAN Card / Form 60
<input type="checkbox"/>	For Companies: Memorandum & Articles of Association / Board Resolution
<input type="checkbox"/>	For Partnership Firm : Partnership Deed and authorization letter from all partners and Deed registration certificate. For proprietor affidavit attested by Bank.
<input type="checkbox"/>	For NRI : Passport Photocopy
<input type="checkbox"/>	For Foreign National : IPI - 7 / Passport Photocopy. NRE / NRDA/c.
Remarks _____	

**SJ Developers & Housing Pvt. Ltd..**

_____	_____	_____	_____
(Receiving Officer)	(Sales Head)	(Customer Care Head)	(Director)

**Ashiana Homes Pvt. Ltd.**

_____	_____	_____	_____
(Receiving Officer)	(Sales Co-ordinator)	(Customer Care Head)	(Director)

## General Terms & Conditions

### Forming part of this Application for Allotment of a Commercial Unit in the Commercial Building

#### ROYAL ARCADE In the Project ROYAL LAGOON Raghunathpur, Main Nandan Kanan Road, Bhubaneswar 754 005

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 Commercial Unit Buyer Agreement which, upon execution, shall supersede the terms and conditions set out in this application.

The Allottee herein means the Applicant and the Company means **M/s. Ashiana Homes Pvt. Ltd.**

The Unit/ Commercial Unit shall mean to include Shops, Offices or any other space for commercial use in the Commercial Building Royal Arcade.

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.

#### 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.

To qualify for allotment, an Applicant may be required to furnish documentary evidence requisitioned by Company to satisfy itself about the Applicant's along with joint Applicants' ability to arrange and/or pay for the Price of the Commercial Unit. The decision of Company regarding Allotment shall be final and binding.

#### 1. APPLICATION & ALLOTMENT:

- 1.1 The Applicant has applied to **M/s. Ashiana Homes Pvt. Ltd.** for allotment of a **Commercial unit** in the **Commercial Building ROYAL ARCADE** (herein after also referred to as said **Commercial Building/ Complex**) which is being developed and constructed by **M/s Ashiana Homes Pvt. Ltd.** (Corp. Off. at 3H, Plaza M6, Distt. Centre Jasola, New Delhi - 110 025 and Regd. off. at 5F, Everest, 46C, Chowringhi Road, Kolkata 71) in joint development with **M/s SJ Developers & Housing Pvt. Ltd., SG Complex, Plot No. 516/1618, Sub Plot No. 13 & 14, Adarsh Vihar, Patia, Bhubaneswar-751 024** (regd. Office at B/6, Miknik Mall, 103, Nayapalli, Bhubaneswar 751012) on lands located at Raghunathpur, Nandan Kanan Road, Bhubaneswar and forming part of the Residential-cum-Commercial Scheme/ Project "ROYAL LAGOON" as per sanctions and approvals from Bhubaneswar Development Authority (BDA).
- 1.2 The Company has explained to the Applicant that as per the Sanction Plans the Residential-cum-Commercial Scheme/ Project **Royal Lagoon** has 12 residential towers forming Residential part of the Project (known as ROYAL LAGOON) and a Commercial Building forming Commercial part of the Project (named as ROYAL ARCADE). Although forming part of a single sanctioned Residential Cum Commercial Project, the Residential and Commercial parts of the Project have been planned with independent and separate services, access, parkings and common areas. The share of the Commercial Part (Royal Arcade) and of the Residential Part (Tower T1 to T12 and Club) in the Project Land is undivided and impartible proportionately in the proportion of their respective FAR in the total sanctioned FAR. It is made clear by the Company to the Applicant that he shall not be entitled to use any of the facilities including club, common areas and services of the Residential Part of the Project and the same have not been included in computation of Saleable Area of the said Commercial Unit.
- 1.3 The Applicant has taken inspection of the site and seen and accepted the sanctioned plans, proposed building plans, floor plans, location of the unit/ building, specifications, documents of Land title and other documents regarding right and entitlement of the Company to develop and construct the said Commercial Building and market the units therein and other terms and conditions of the aforesaid Commercial Building ROYAL ARCADE as shown in the sale brochures/ documents which are subject to alterations and modifications as may become necessary or be required due to technical and/or marketing requirements by the Architect/ Company 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 Company shall be entitled to do so without any objection or claim from the Applicant/ Allottee.
- 1.4 The Commercial Building ROYAL ARCADE has been planned such that there shall be Commercial Units for Shops, Offices and other commercial uses in the said Building and shall be sold as independent units with impartible and indivisible proportionate share in the Common Areas and Services/ Facilities within the Commercial building/ complex to be used and maintained jointly by all the allottees of the said Commercial building/ complex Royal Arcade.
- 1.5 The Applicant has, understood and fully satisfied himself about the rights and interests of the Company to develop, construct and market commercial units, parking spaces and other built-up units in the said Commercial Building/ Complex in which the unit applied for is being constructed and has understood all rules, regulations, obligations and limitations in respect thereof which have been explained by the Company and understood by the applicant and there will not be any objection by the Applicant/ Allottee in this respect in future.
- 1.6 The applicant acknowledges and confirms that the Company 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 Company has allotted and shall be allotting to other persons interested in acquiring the commercial units above, below and adjoining the said Commercial unit applied for by the applicant or elsewhere in the said Commercial Building.
- 1.7 The Applicant has seen, inspected and accepted the proposed layout plans and has applied for the allotment of the Said Commercial Unit with the specific knowledge that although the Building Plans are sanctioned by BDA, the plans, designs, specifications, measurements, dimensions, location of the Said Commercial Unit and all other terms and conditions are liable to change, alteration, modification, revision, addition, deletion, substitution due to architectural or structural requirements emerging during the process of development of working drawings in the course of construction of the Commercial Building or due to change in market conditions warranting changes in the Building Plans to make the Project saleable or as directed by the competent authority and the Applicant agrees and hereby gives his consent for the same.
- 1.8 Any modification in the external and internal facade of the allotted Commercial Unit or the said Commercial Building shall not be permitted and the Company may not entertain any request in this regard. The Company may also not entertain any request for modification in the internal lay-outs of the commercial units. The materials, fittings, fixtures, equipment and amenities to be used/ provided/ installed in the said Commercial Unit/ Commercial Building by the Company shall generally conform to the specifications given in the brochure and shall be more fully detailed in the Commercial Unit Buyer Agreement. However the Company shall be entitled to use similar or equivalent quality/ brand materials, fixtures, equipment etc. and the Allottee shall have no claim against the Company in this respect.
- 1.9 Due to technical reasons or due to popular demand or for reasons of overall betterment of the Commercial building/ individual unit the Company may at its sole discretion, 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 for the same as and when demanded by the Company provided the cost does not exceed 5% of Price of Unit.
- 1.10 The completed application is to be accompanied with the booking amount, as earnest money as per the payment plan, by an A/c payee cheque or draft favoring "**ASHIANA HOMES PVT. LTD. - ESCROW A/C ROYAL ARCADE**" payable at Bhubaneswar. No outstanding cheques shall be accepted. The Company 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.

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First Applicant

.....  
Second Applicant

- 1.11 The final allotment is entirely at the sole discretion of the Company and the Company reserves the right to accept or reject an application without assigning any reason thereof.
- 1.12 Allotment will be made on first -come first serve basis.
- 1.13 The Applicant/ Allottee agrees to sign and acknowledge acceptance of the Company's Standard Commercial Unit Buyer Agreement when called upon to do so by the Company and return all copies duly signed and executed to the Company within 30 (thirty) days from the date of dispatch by the Company failing which the Application for Allotment is liable to be canceled at the sole discretion of the Company and earnest money forfeited.

## 2. CONSIDERATION / PRICE:

- 2.1 Upon Allotment, the Applicant/ Allottee shall make payment of the agreed Price of Unit and other charges, taxes, cesses, levies, deposits etc., to the Company as per the agreed Payment Plan as detailed in Schedule of Payments and elsewhere in this Application/ Agreement. Allotment shall be made subject to receipt of 10% of Price of Unit.
- 2.2 It has been explained by the Company and agreed by the Applicant that
- A) Carpet area of the unit shall mean the floor area within the periphery walls of the said unit including area under internal walls and columns and shall be calculated based on the bare wall dimensions / measurements as given in the architectural/structural construction working drawings based on which construction of building is done and it shall include the area covered by plaster thickness.
- B) Built-up / Covered area of unit shall mean and include :
- Carpet area of the unit as defined above and
  - Floor area covered under periphery walls and columns (except that in case of periphery wall & column which are common with adjacent units only 50% area shall be taken), areas of exclusive balconies / verandah, area of service balconies and shafts , cupboards, window projection etc measured from their respective outer edges.
- C) Saleable Area of the said unit shall mean and include::
- Built-up / Covered area of the unit as defined above and
  - Proportionate undivided and impartible share of the common areas and facilities in the said Commercial Building/ Complex.

The Carpet Area of the Commercial Units located on ground, first and second floors is equal to 54% (fifty four percent ) of the Saleable Area of the said Units and the Saleable Area of said units is 1.84 (one point eight four ) times Carpet Area of said units. The Carpet Area of the Commercial Units located on 3rd, 4th, 5th and 6th floors is equal to 64.5% (sixty four point five percent ) of the Saleable Area of the said Units and the Saleable Area of said units is 1.54 (one point fifty four) times Carpet Area of said units. Upon final measurement of the areas, no amount shall be payable or refundable for any variation in Carpet or Saleable Area up to + 1%.

The Applicant agrees that he has made himself fully aware of the aforesaid ratios of Carpet Area to Saleable Area and vice versa and that he has no objection in that behalf. The Applicant also agrees and accepts that the Carpet Area Stated above may vary by +/- 5 % ( five percent ). The Applicant agrees and understands that Price of Unit payable by the Applicant for the said Commercial Unit has been calculated on the basis of Saleable Area of the said commercial unit. If there is any increase or decrease in the final Carpet Area of the said Commercial unit consequently resulting in increase / decrease in Saleable Area based on the percentage / ratios stated above, then necessary adjustment will be made in the Price of Unit based on original rate at which the Commercial Unit was allotted.

- 2.3 The Applicant agrees that the Price of Unit is for bare shell condition of the Built-up/ Covered Area of the said Commercial Unit (i.e. the area within the internal walls of the Said Commercial Unit) as per the specifications given in the Brochure and more fully described in the Agreement. The finishing and fit-outs including flooring, electric fittings & fixtures inside the Said Commercial Unit shall be done by the Applicant at the Applicant's own cost. The Common Areas shall be provided in finished condition as per specifications described in the Brochure and to be provided more fully in the Agreement.
- 2.4 The Applicant hereby agrees that 10% of the Price of Unit shall always be deemed and treated as earnest money paid/ payable by the Applicant/ Allottee for allotment of the Commercial Unit applied for.
- 2.5 The Applicant understands and agrees that the Price of Unit and other charges for the Unit 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/ GST, and/or any other taxes, cesses, levies etc. on the said Commercial Unit/ Commercial Building/ Complex, shall be payable extra by the Allottee as applicable.
- 2.6 The Applicant agrees that save and except the right to own and enjoy the said Commercial Unit, the Applicant shall not have any right in any other commercial unit in the Said Commercial Building/ Complex. The Company shall be free to dispose of the same on such terms and conditions, as it may deem fit and proper. The Applicant shall not have any right to interfere in the manner of booking, allotment of the other commercial units etc. in the said Commercial building, or in the operation and management of the said Commercial Building including but not limited to creation of further rights in favour of any other party by way of transfer, collaboration, joint venture, operation and management of the above or any other mode which the Company may deem fit or necessary.

## 3. CAR PARKING :

- 3.1 Car Parking Spaces provided in the Basement may be partly mechanized multi-level parking. It is made clear to the Applicant that the right of use of a Car Parking Space if allotted to him, then it shall always be integral to the allotted Commercial Unit and shall not have any independent entity detachable from the allotted Commercial Unit. The Applicant shall not be entitled to sell/ transfer/ deal with the said right of use of Car Parking Space independent of the allotted Commercial Unit. The Applicant agrees that the right of use of Car Parking Space shall automatically stand canceled in the event of cancellation, surrender, relinquishment, resumption or re-possession of the allotted Commercial Unit under any conditions of the Commercial Unit Buyer Agreement.

## 4. WITHDRAWAL OF APPLICATION / CANCELLATION OF BOOKING:

- 4.1 **Before Allotment** : Any applicant may withdraw his application within 10 (ten) days from the date of deposit of application, in which case the application money shall be refunded to the applicant without any interest within 30 (Thirty) days from date of receipt of written application for withdrawal.
- 4.2 **After Allotment** : Upon written request of the Allottee, the Company shall cancel his Commercial Unit Allotment and after deducting earnest money equivalent to 10% (ten) percent of the Price of Unit and interest for overdue payments, any brokerages, service tax and EMI subventions paid/ payable and any other amount of non refundable nature from the amounts received from the Allottee till that date, shall refund balance amount (Refundable Amount) without any interest after 120 (one hundred and twenty) days from date of such cancellation. However, the Allottee may exercise this option within a period of 3 (three) months from date of Allotment of the Commercial Unit where after this option shall be extinguished and shall become inoperative and unenforceable. In case of any written request for cancellation of the allotted unit after 3 (three) months from the date of allotment, the Company shall refund the Refundable Amount as stated above only after resale of the said unit.
- 4.3 After Cancellation the Applicant / Allottee shall be left with no lien, right, interest or any claim of whatsoever nature in the said Unit except for payment of refundable amount as above and the Company shall be free to deal with the said Unit in any manner whatsoever.

## 5. PAYMENT PLAN & TIMELY PAYMENT:

- 5.1 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.

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First Applicant

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Second Applicant

- 5.2 Timely payment of installments and other payments as stipulated in the Payment Plan/ Schedule of Payments in the Allotment Letter and/or in the Commercial Unit Buyer Agreement including applicable stamp duty, registration fee etc. is the ESSENCE of the allotment which must be paid on or before due date or as and when demanded by the Company, as the case may be, and also to perform or observe all other covenants, undertakings and obligations of the allottee under the Commercial Unit Buyer Agreement.
- 5.3 All payments received will be first appropriated / adjusted towards taxes, then towards any overdue interest and thereafter towards other dues outstanding in his name on that date and thereafter towards installments.
- 5.4 The Company shall send demand notices stating completion of construction of specified stage and corresponding installments and other charges payable by the Allottee. If said installment and other charges, as per Schedule of Payments or as per demand notices, are not paid within due date, the Company will be charging interest @ 12% per annum (or at a rate which may be lower at the sole discretion of the Company) on delayed payment from the due date. Further, if the allottee fails to make payment even after 30 days from due date and/or commits breach of any of terms and conditions contained in the letter of Allotment / Commercial Unit Buyer Agreement, the Company shall be entitled at its own option to cancel the Unit Allotment and terminate this Agreement and to allot the said Commercial Unit to any other person. In such event upon termination, all the rights and claims of the Allottee in allotment of said Commercial Unit shall stand extinguished and the Company shall forfeit the earnest money being 10% of Price of Unit together with interest for overdue payments, any brokerages and EMI subventions paid/ payable and any other charges of non refundable nature out of the amount paid by the allottee and shall refund the balance Refundable Amount, if any, without interest after allotment of said unit to another buyer. The Allottee shall be entitled to find the new buyer to expedite the refund of balance Refundable Amount. However, in case the Company does not terminate the Commercial Unit Allotment then in that case the allottee shall continue to be liable for payment of all dues alongwith interest at the rate specified above.
- 5.5 In case the Company has tied up / made any arrangements with any financial institution/ bank to make available loan/ finance for purchase of the Commercial units in the said Commercial Building, then the Company shall endeavor to facilitate the Allottee for obtaining the same from those financial institutions/ banks 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 Company's payment schedule shall rest exclusively on the Allottee. In the event of loan not being sanctioned or disbursement getting delayed, payments to the Company, as per schedule, shall be ensured by the Allottee, failing which, the Allottee shall be governed by the provision contained in clause 5.4 above.

## 6. POSSESSION:

- 6.1 The Company, based on its present plans and estimates and all just exceptions, shall endeavor to complete construction of the allotted Commercial Unit within 36 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 Company, timely payment of installments by other Unit Buyers, timely grant of statutory clearances and connection of services, force majeure conditions and any conditions beyond control of the Company. Upon completion of construction as aforesaid the Company shall apply for grant of Occupancy/ Completion Certificate and on receipt of the same (or earlier if permissible/ practically feasible) will offer possession of the said Commercial Unit to the Allottee.
- 6.2 The applicant agrees that development of the project is subject to force majeure conditions and any conditions beyond control of the Company which includes non-availability of building materials, labour problems or enemy action or natural calamities or any Act of God or any notice, order, rule, notification of the Government/ Public/ Competent Authority/ Judiciary, delay in issue of completion certificate/ occupancy certificate, delay in electric power supply connection and any delay due to any such event beyond the control of the Company shall be entitled to commensurate extension of time without the Allottee being entitled to claim compensation of any nature whatsoever for the period of delay.
- 6.3 In case of delay in giving possession of the allotted Commercial Unit within the period stipulated in Cl. 6.1 subject to Cl. 6.2 above, the Company will pay to the allottee a compensation @ Rs. 5/- per Sq. Ft. of Saleable Area of the Unit per month or as may be prescribed under law for the delayed period after expiry of stipulated period in terms of Cl. 6.1 & 6.2 above, subject to timely payment by the allottee in terms of Cl. 5.2, 5.3 & 5.4 above. The Applicant(s) agrees and confirms that the compensation herein is a just and equitable estimate of the damages which the Applicant(s) may suffer and the Applicant(s) agrees that it shall have no other right claims whatsoever. The adjustment of such compensation shall be done at the time of execution of Sale / Conveyance Deed of the Said Commercial Unit to the Applicant(s) first named and to no one else.
- 6.4 Upon receipt of occupancy / completion certificate from the competent authorities or earlier if feasible/ permissible the Company shall give notice (notice for possession) to the Allottee to take possession of the allotted unit within 30 days of intimation after settlement of all accounts. Possession of the allotted unit 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 Commercial Unit Buyer Agreement. In case of failure to settle the account and to take possession within 30 days of intimation, the allotted unit shall lie at the risk and cost of the Allottee and the Allottee shall be liable to pay alongwith outstanding dues and interest thereon holding charges @ Rs. 5/ Sft. Per month or as fixed by the Company for the delay period in addition to recurring monthly maintenance charges etc. and common area electricity charges (both Grid and DG power) and any other such common area charges which are not included in recurring monthly Maintenance Charges.
- 6.5 The Applicant agrees that in order to protect and maintain the structural integrity of the Building, he shall compulsorily and mandatorily be required to obtain approval of the Company/ Maintenance Agency/ Owner's Association for the interior fit-outs proposed to be carried out by him in his Commercial Unit. This approval for interior fit-outs shall be required to be obtained in Company's/ Maintenance Agency's/ Owner Association's prescribed format only. The AC units shall be placed by him only in the space designated for said Commercial Unit. Placement of AC units at any place other than designated place shall be a violation of terms of Allotment/ Agreement and the Company/ Maintenance Agency/ Owners Association shall be entitled to remove the AC units from such non designated space at the cost and consequence of the Allottee.

## 7. REGISTRATION & CONVEYANCE DEED:

- 7.1 Sale/ Conveyance Deed of the allotted Commercial unit shall be executed and registered in favour of the Allottee at the time of possession of the unit or within reasonable time thereafter, subject to receipt of total payments and dues in respect of said unit including stamp duty charges and registration costs, legal charges, other incidental expenses and any other extra charges which may be due etc.
- 7.2 All charges, expenses, stamp duty, court fee, official fees etc. towards documentation, execution and registration of sale / conveyance deed, including nominal documentation & services charges, legal charges and other incidental expenses will be borne and paid by the Allottee. If the Company incurs any expenditure towards registration of the unit, the same shall be reimburse by the Allottee to the Company.
- 7.3 The Sale / Conveyance Deed and all documents related to formation of Owners Association shall be drawn by the solicitor and advocates of the Company. 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 Company. The Allottee alone shall be responsible and liable for compliance of provisions of Indian Stamp Act and Indian Registration Act including for any actions taken or deficiencies, penalties imposed by the Competent Authorities.
- 7.4 After settlement of accounts and payment of all balance dues, if the Allottee fails to get the sale/ conveyance deed executed and registered within the notified date a penalty of Rs. 10,000/- (Rupees Ten Thousand only) per month will be payable by the Allottee. The Allottee shall indemnify the Company for all consequences, damages and losses arising out of the Allottee's failure to register the Sale Deed.

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First Applicant

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Second Applicant

## 8. GENERAL :

- 8.1 The Commercial Unit applied for is permitted to be used for Shop/ Office/ any other Commercial purpose only. The Allottee shall not use the said unit or allow it to be used for any activity that may cause nuisance to other Allottees of the Commercial Building or which may not be lawful.
- 8.2 The Applicant/ Allottee undertakes to abide by all laws, rules and regulations or any other law as may be made applicable to said property i.e. land, building, Shop/ Office/ Commercial unit, car parking spaces, other common areas, and any other amenities and facilities. All taxes, levies, charges or assessments levied or any other requirements imposed / mandated by BDA or any other authority on the said Commercial Complex / Project shall henceforth be payable by the Allottee.
- 8.3 The Applicant agrees to sign from time to time all applications, agreements, Commercial Unit Buyer Agreement, Maintenance Agreement, Electricity Agreement and any other documents, papers, forms, affidavits, undertakings etc. required in pursuance to allotment of the Commercial Unit and to do all acts, deeds and things as the Company may require in the interest of the Commercial Building and commercial unit Owners. In case of Joint Allottees, any documents signed / accepted / acknowledged by any one of the Allottees shall be binding upon the other Allottee.
- 8.4 The Applicant agrees and accepts that the Company shall be entitled to raise finance/ loan for construction and development of said Commercial Building from any financial institution/ bank by way of mortgage/ charge/ securitization of receivable of his Commercial unit. Presently the Company has availed a Construction Finance from HDFC Ltd. against mortgage/ charge/ securitization of receivables of the Project Royal Lagoon including Royal Arcade and the said loan is being adjusted from the receivables of the Allottees of sold units. The Company shall provide NOC to the Allottee from its lender (presently HDFC Ltd.) for seeking financing from any bank, HFI etc. for purchase of the said Unit. However, the Allottee's Commercial Unit shall be transferred to him free of all such encumbrances at the time of execution of sale/ conveyance deed. The Company shall always have first lien/ charge on said Unit for all its dues and other sums payable by the Allottee. In case of the Allottee who has taken loan from any financial institutions/ bank, conveyance of the Unit in favour of the Applicant shall be executed only upon the Company receiving No Objection Certificate from such financial institutions / banks.
- 8.5 The Allottee shall get exclusive possession of Built up Area of his unit and shall have proportionate undivided right, share and interest in the Project Land and in the Common Areas and Facilities of Royal Arcade with right of use and ingress and egress in common areas, services and facilities alongwith other allottees of Royal Arcade. The Allottee shall subject to timely payment of maintenance charges use the Common areas and facilities of the Commercial Building/ Complex harmoniously alongwith other allottees/ occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. All terraces, unsold/ unallotted spaces shall remain the property of the Company.
- 8.6 The Allottee shall also be required to pay requisites charges as fixed by the Company for sanction of electric load for the Project and supply, erection and provision by CESU of 33 KV electric line upto the project site including security deposit and costs of installation of ESS, metering, transformers, cabling, breakers, panels etc., connections for sewer and/or water connection, , charges on account of formation of Owners Association, legal charges and charges for any additional facility as demanded by the Company for the allotted Commercial Unit. The Allottee(s) will also have to apply to the CESU individually for obtaining individual electric connection for supply of power and the meter for their respective units. 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 CESU, which will be intimated later at appropriate time and in due course of development of the Project. In case CESU fails to provide individual meter to the Applicant and makes provision for a bulk supply, the Company shall provide individual sub-meters to the Applicant upon payment of the cost of the sub-meters, the proportionate security deposit and all other charges payable to CESU for such connection. The exact amount recoverable from the Applicant will be intimated in due course before handing over possession of the Said Space. This security deposit would be subject to revision and replenishment and the Applicant shall at all times be liable to proportionately pay such revision and replenishment to CESU as per the norms of CESU. In such cases, the Applicant may be required to enter into a separate agreement for supply of electricity through sub-meters.
- 8.7 It is agreed that after delivery of possession of said Unit the Allottee shall have no claim against the Company 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 Company shall endeavor to rectify and repair to the extent as may be technically and practically feasible in normal course of work, any defect observed in the said Unit within a period not exceeding one year from possession/ deemed possession, but the Company 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 Unit or occupants of other Units in the said Commercial Complex..
- 8.8 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 Unit or any portion thereof, until all the dues payable to the Company are fully paid and the Deed of Conveyance has been executed in his favour. However, subject to applicable laws and notifications or any government directions as may be in force, the Company may permit the Allottee, at its sole discretion, to assign and alienate his allotment only after receipt of minimum 35% of Price of Unit of the said unit alongwith any other dues/ outstandings/ interest on delayed payment etc. and payment of Administrative Charges @ Rs. 100/- per Sq. ft. of Saleable Area of the unit or any other fee as decided by the Company from time to time subject to acceptance of the profile/ income criteria of the transferee as stated hereinabove. The Allottee shall be solely responsible and liable for all legal, monetary and other consequences that may arise from such assignment of his allotment.
- 8.9 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, for purchase of said unit.
- The Allottee shall be liable to make Tax Deduction at Source (TDS) under Section 194 IA of Income Tax Act in case the sale consideration of said Unit is Rs. 50 Lacs or above. Such TDS would be deducted from the amounts being paid by the Allottee to the Company. On every payment, 99% amount is to be paid to the Company and 1% amount is to be paid to Govt. of India (Income Tax Department). The Applicant needs to issue certificate in form 16B to the Company for the same. The Company shall not credit the TDS amount in the account of the Applicant, till the time Applicant has issued the aforesaid TDS certificate to the Company.
- 8.10 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 Unit and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Application or Commercial Unit 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 Company fully indemnified and harmless in this regard. The Company accepts no responsibility in this regard.
- 8.11 The Applicant shall inform the Company in writing any change in the mailing address mentioned in this Application, failing which all letters by the Company shall be mailed to the address given in this Application and deemed to have been received by the Applicant. In case of joint Applicants, all communications sent to the first named Applicant in this Application shall be deemed to have been sent to all the Applicants.
- 8.12 The Applicant agrees that all the provisions contained herein and the obligations arising hereunder in respect of the Said Commercial Unit shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees of the Said Commercial Unit as the said obligations go along with the Said Commercial Unit for all intents and purposes.
- 8.13 The Applicant(s) agrees and understands that terms and conditions and annexures of the Application may be modified / amended by the Company in accordance with any directions/ order of any court of law, Governmental Authority, in compliance with applicable law and such amendment shall be binding on the Applicant(s).

.....  
First Applicant.....  
Second Applicant



8.14. It is specifically understood by the Applicant that upon execution, the terms and conditions as set out in the Agreement shall supersede the terms and conditions as set out in this Application.

9. **COMPLEX MAINTENANCE & MANAGEMENT:**

- 9.1 The Commercial Complex Maintenance & Facilities Management services for Royal Arcade shall be organized by a Facilities Management Agency nominated by the Company 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, Owners Association/ Society or the arrangement is terminated by the Company. The Applicant/ Allottee agrees to enter into a Agreement for Commercial Complex Maintenance & Facilities Management with the Company and / or its nominated agency and to pay the bills / demands for Commercial Complex Maintenance & Facilities Management properly and regularly.
- 9.2 The Allottee shall pay Advance Maintenance Charges (AMC) for Initial Maintenance Period at the time of possession of the allotted Commercial Unit. The maintenance charges shall be fixed based on costs of services and materials / consumables as prevailing at the time of offer of possession plus 20% and applicable taxes. The AMC shall be levied/ payable from the notified date for possession. The AMC shall be utilized for meeting cost of providing Commercial Complex Maintenance & Facilities Management services viz Commercial complex security, common area housekeeping, garbage disposal, horticulture, maintenance of lifts, generators, water pumps, filtration units, fire pumps 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 Commercial complex. The proportionate share of expenses on account of insurance, municipal water and sewage & drainage connections, property taxes, common area electricity consumption, generator power backup (individual unit plus common areas) shall be charged extra on saleable area basis or as per actuals/ units consumed.
- 9.3 It is understood that the right to use of common facilities shall always be subject to regular and timely payment of Commercial Complex Maintenance & Facilities Management bills and other charges as fixed from time to time. The Applicant / Allottee also agrees to deposit with the Company an Interest Free Security for Facilities Management (IFFSM) as detailed in the Price List before possession.
- 9.4 The Applicant undertakes that he shall have no objection to the presence, ownership and/or operation of several kiosks in the Atrium or similar areas in the Said Building/ Complex.
- 9.5 The Applicant agrees and undertakes that he shall not use the allotted Commercial Unit in any manner which shall cause disturbance, nuisance or encroachment in the Common Areas in the Said Building/ Complex. The Applicant further agrees that he shall use the allotted Commercial Unit with due regards and observance of general requirements and conditions in respect of cleanliness and hygiene of the Said Building/ Complex.
- 9.6 The Applicant confirms that the Company shall have the absolute and unrestricted right and entitlement on all the signage areas for display board, hoardings, illuminated signboards, neon signs, etc. in the atrium, lift, lift lobbies, corridors, basements, front and rear facade of the Said Commercial Building and has absolute authority to deal with the same in any manner as it may deem fit including leasing out the same and receiving lease rent in its own name and account. The Applicant shall not put up any name or sign board, neon light, publicity or advertisement material etc. on the external facade of the Said Commercial Building or anywhere on the exterior of the Said Commercial Building or the common areas. The Applicant shall put his signage only at the place nominated/ allotted to the Applicant. The Applicant shall be responsible to install and maintain the signage in a well lit, legible and in a proper manner at his own cost. The Company may issue such guidelines / directions including but not limited to that for colour scheme, style and manner of the signage, proper maintenance and upkeep by the Applicant of such signage from time to time. The Applicant shall not change the colour scheme of the outer walls or painting of the exterior side of the doors or windows etc. or shall not carry out any change in the exterior elevation of the design. The Company may transfer such responsibility of identifying, earmarking and allotment of such signages to its nominees/ assigns or any other body or to such agency as may be appointed by it at its sole discretion. The Applicant shall not raise any dispute with regard to the appointment of any agency for managing signages in such a manner as such agency may deem fit and proper from time to time and the Applicant shall extend full co-operation to such an agency for optimum usage of the signage in the Said Building. The Applicant agrees and confirms that the Company shall be entitled to allot the right of exclusive use of the terrace/ roof of the Said Commercial Building (excluding access to common facilities) to any person for any commercial use or as attached with any unit(s).
- 9.7 An Association of Owners in accordance with the prevailing laws will be formed at the appropriate time to take over the Maintenance and Management of common areas and facilities of the Commercial Complex. 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. The formation of said Association and/or handing over of maintenance function shall not affect the rights and entitlement of the Company as given in Cl. 9.6 above.

10. **CORRESPONDENCE, JURISDICTION & ARBITRATION :**

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

11. **DISCLAIMER :**

- 11.1 Company and / or its affiliates, officers, directors, employees, agents, members and / or its affiliates, officers, directors, 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 Company and the Applicant agrees to keep Company and/or its affiliates, officers, directors, 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 Commercial Unit Buyer Agreement which shall supersede the terms and conditions set out in this application.

Date : .....

Place .....

.....  
Signature of First Applicant

.....  
Signature of Second Applicant

# ROYAL ARCADE

## Sales & Site Office

Royal Lagoon  
Raghunathpur  
Main Nandankanan Road, Bhubaneswar

M: 9692 100 100

E: [sales@royalarcade.co.in](mailto:sales@royalarcade.co.in)

W: [www.royalarcade.co.in](http://www.royalarcade.co.in)

## Ashiana, New Delhi Office

3H, Plaza M6, Distt. Centre Jasola, New Delhi-110 025  
Tel: 011-40564056 Fax: 011-40564040  
Email: [contact@ashianahomes.com](mailto:contact@ashianahomes.com)

### Registered Office:

Ashiana Homes Private Limited  
5F, Everest, 46/C Chowringhee Road, Kolkata-700071  
[www.ashianahomes.com](http://www.ashianahomes.com) | CIN : U70101WB1987PTC096547

## SJ Developers, Bhubaneswar Office

"SG Complex" Plot No. 516/1618, Sub Plot No. 13 & 14 Adarsh Vihar  
(on Main Road, Close to Big Bazaar) Patia, Bhubaneswar-751024  
Tel: 0674-2726075, 2725875 | Email: [info@sjdevelopers.com](mailto:info@sjdevelopers.com)

### Registered Office:

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B/6, Miknik Mall, 103, Nayapalli  
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[www.sjdevelopers.com](http://www.sjdevelopers.com) | CIN : U70101OR2003PTC007138

PROJECT BY

