

## MEMBERSHIP APPLICATION FORM

The President / General Secretary,  
**Aashiyana Housing Welfare Society**  
Naveen Shahdara, Delhi – 32.

Sir/Madam,

I wish to be a part of your society. I have read and understood following:  
MPD 2021 and Land Pooling policy of DDA, Rules and regulations / bye-laws of the society, and agree to abide by them.

Please consider my membership application for the same. My particulars are as below:

|   |                         |                              |                                |
|---|-------------------------|------------------------------|--------------------------------|
| <b>Name of 1st Applicant*</b>                       |                         | <b>Zone preference</b>       | <b>Gender*</b>                 |
|   |                         |                              | M / F                          |
| <b>Father's/Husband's Name (of main applicant)*</b> |                         |                              | <b>Unit Type*</b><br>(1/2/3/4) |
|   |                         |                              |                                |
| <b>Permanent Address, as on date*</b>               |                         |                              | <b>DOB(DDMMYYYY)*</b>          |
|   |                         |                              | / /                            |
|   |                         |                              | <b>Nationality*</b>            |
|   |                         |                              |                                |
| <b>Tel. No. (with STD Code)*</b>                    | <b>Alternate Number</b> | <b>PAN* &amp; Aadhar No.</b> |                                |
|   |                         |                              |                                |
| <b>E-Mail Id</b>                                    |                         |                              |                                |
|   |                         |                              |                                |
| <b>Details of Co-applicant (If any)</b>             |                         |                              |                                |
| <b>Name</b>   | <b>Age</b>              | <b>DOB (DD/MM/YYYY)</b>      |                                |
|   |                         |                              |                                |
| <b>Relationship</b>                                 |                         | <b>PAN Number</b>            |                                |
|   |                         |                              |                                |

All the details given above are true to the best of my knowledge and if any of it is found to be false, the management of the society will have all the rights to cancel my membership.

Date: DD / MM / YY  
Place:

Yours faithfully,

(Signature)

**NOMINEE DETAILS\***

| Name              |  | Age          | DOB (DD/MM/YYYY) |
|-------------------|--|--------------|------------------|
|                   |  |              |                  |
| Relationship      |  | Phone Number | PAN Number       |
|                   |  |              |                  |
| Permanent Address |  | Email Id     |                  |
|                   |  |              |                  |

**BANK DETAILS \*:**

| Name of Bank          |           | Account Number |              |
|-----------------------|-----------|----------------|--------------|
|                       |           |                |              |
| Branch Name & Address |           |                |              |
|                       |           |                |              |
| IFSC Code             | MICR Code |                | Account Type |
|                       |           |                |              |

✱ Please attach a copy of cancelled cheque of above mentioned bank account for records.

All the details given above are true to the best of my knowledge and if any of it is found to be false, the management of the society will have all the rights to cancel my membership.

Date: DD / MM / YY  
Place:

Yours faithfully,

(Signature)

**For Office Use Only**

Membership approved in the meeting dated DD / MM / YY , Resolution No. \_\_\_\_\_  
Membership no. awarded: \_\_\_\_\_

President / Vice President

Secretary

| S. No | Cheque/NEFT Details | Date | Amount | Receipt No. |
|-------|---------------------|------|--------|-------------|
| 1     |                     |      |        |             |
| 2     |                     |      |        |             |
| 3     |                     |      |        |             |
| 4     |                     |      |        |             |
| 5     |                     |      |        |             |
| 6     |                     |      |        |             |
| 7     |                     |      |        |             |
| 8     |                     |      |        |             |
| 9     |                     |      |        |             |
| 10    |                     |      |        |             |
| 11    |                     |      |        |             |
| 12    |                     |      |        |             |

Fields marked with asterisk (\*) are mandatory to fill.

## **DOCUMENTS REQUIRED**

Application Form (All pages are to be signed)

1 Cancelled Cheque

### ***Primary Applicant***

2 Photographs

Copy of PAN Card

Copy of Current Address Proof

Copy of Permanent Address Proof (if different to current address)

### ***Co-applicant (if any)***

2 Photographs

Copy of PAN Card

### ***Nominee***

Copy of any Identity proof

## TERMS & CONDITIONS

1. That the applicant (hereinafter termed as " Member") through this application has agreed to apply for membership for Land /FSI share of proposed residential unit in the proposed project for the members of the Society under the Land Pooling scheme announced by D.D.A. and notified by the Government of India or proportionate share in FSI/land purchased.
2. That on signing this application, it is understood that the member has completely read and understood the notified Land Pooling scheme, risk factors and time schedule from the officials of the Society and had agreed to all the Limitations and obligations in respect thereof .
3. That the member has applied for membership for Land Share or FSI share for the proposed residential unit in the residential project with full knowledge and subject to all the laws/ notifications and rules applicable to this area in general, which are understood by him/her.
4. That the member has fully satisfied himself/herself about the procurement plan of the Land by the Society or FSI on which the said unit area will be constructed after allotment of alternative plots by DDA under this scheme and has understood all Limitations and obligations in respect thereof and there will be no more investigation or objection by the intending allottee(s) in this respect.
5. The drawings/plans/sizes displayed/mentioned by the Society showing the proposed Project (hereinafter referred to as 'the Project') is provisional and tentative. The Society can carry out such additions, alteration and deletions by any competent authority while sanctioning the building plan or at any time for the betterment of the project without any objection by members.
6. That the Society shall have the right to effect suitable and necessary alteration in the layout plan, if and when necessary, which may involve all or any of the changes, namely change in the position of unit, change in its number, dimensions, height, size, area layout or change of entire scheme or zone in the proposed residential project.
7. That the member agrees that he /she shall pay the price of the unit on the basis of agreed area (super area) and all other charges as and when demanded.
8. That the EDC/IDC or any other government levy/ taxes etc. as notified from time to time shall be payable separately as per the payment plan of the society.
9. The Payment shall consist of mainly two parts; Land Cost and construction Cost & Office Overheads cost. Payment towards the Land Cost will be deposited as per payment plan along with the application form. Construction Costs shall be called as per Construction Link Plan (CLP), at the time of start of construction at the cost price for the project under construction, prevailing at that time. Any default in payment by him /her shall attract penal interest @ 18% Per annum. If the dues are not paid within a period of maximum 45 days from the date they become payable, Booking can be cancelled by the society and amount deposited by the member shall be forfeited. Accordingly, Such person's cannot claim beneficiary rights of this proposed housing scheme project and also shall not be eligible at any later stage also, if his/her membership is cancelled on account of non-payment. The Society reserves the right to refund the booking amount without any interest at any time on account of genuine & bonafide reasons, if so required.
10. That the Society and the members agree by the terms that the construction of the proposed project will be initiated after the allotment of demarcated plot by D.D.A. as per the Land pooling Scheme announced by D.D.A. and notified by the Government of India. Further, it is understood that the Society shall take time after allotment for securing all the approvals from respective Government/ Statutory Authorities as required prior to initiating the project construction activity. Furthermore, it is understood that the Society shall take time after procuring all such approvals for completion of construction activities including all the interiors and exteriors.
11. That the member agrees to reimburse to the Society and to pay on demand annual subscription as decided by the society, all taxes, levies or assessments whether levied now or in future, on land and/or the building as the case may be, from the date of registration.
12. Unless a conveyance deed is executed and registered, the Society shall for all intents and purposes continue to be the owner of the land or FSI and also the construction thereon and this agreement shall not give to the member any right or title or interest therein.
13. That the member undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the said property.
14. I have examined the plan, specifications and other details of the project that has been provided to me and all the information , classification etc as required by me. I am not influenced by any brochures, representations, warranties, statements or estimates of any nature whatsoever whether written, oral or otherwise made by the society or its wellwishers or otherwise including without limitation to any representation as per the "Land Pooling Policy" and/or description / physical condition of the said project land and/or acquired/Surrendered Land, the building or size of the flat / Dwelling Unit(s) therein or any other physical characteristics, services, estimated facilities, amenities to be made available or other data. My decision is solely based on my own independent judgment and investigation.
15. The car parking spaces shall be an integral part of the Apartment and cannot be transferred independent of the apartment. Any additional parking spaces may be allocated upon request on a first come first served basis at the sole discretion of the Society, subject to availability and upon payments of such charges as may be decided by the Society.
16. If any misrepresentation/ concealment/ suppression of material facts are found to be made by on the part of member the allotment/application will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
17. That the Delhi Courts alone shall have jurisdiction in all matters arising out of/ touching and /or concerning this transaction.
18. Since it was initially conceptualized for P2 Zone only, all membership will be considered for the same zone, unless mentioned specifically on the application form. Society however reserves the right to take decision in this regard so as to safeguard interests of society and its members.

APPLICANT'S SIGNATURE

19. The Member shall not use the premises for any activity other than the use specified for.
20. In case there are joint intending allottee, all communications shall be sent by the Society to the intending allottee whose name appears first (primary applicant) and at the address given by him/her for mailing or through email as mentioned on the application form and which shall for all purposes be considered as served on all the intending allottee and no separate communication shall be necessary to the other named intending allottee. Primary applicant will only carry the authority to make any decisions regarding his/her share of unit or to make amendments to the application as would be allowed by the society.
21. The Society shall be entitled to raise finance/loan from any Financial Institution/Bank by way of mortgage charge / securitization of receivables and creating charge on the project land. In case of the intending allottees who have taken loan from any financial institution/bank, the conveyance of the unit in favor of the intending allottee shall be executed only upon the Society receiving 'No Objection Certificate' from such financial institution/bank and the conveyance deed shall be handed over to the lending institution if so required by them. However, the charge shall be retrieved before handing over the possession of the unit.
22. The Society on completion of the construction/development shall issue final call notice to the intending allottee, who shall within 30 days therefore, remit all dues and take possession of the unit. In the event of his/her failure to take possession for any reason whatsoever, he/she shall be deemed to have taken possession of the allotted unit and shall bear all maintenance charges and any other levies on account of the allotted unit.
23. The Society shall have the absolute right to make additional constructions on the Land anywhere within the Project including construction of additional floors in the tower in which the apartment is located, whether on account of increase in Floor Area Ratio(FAR) or better utilization of the Land or for any other reason to the extent permitted by the DDA or any other Governmental Authority and shall have the absolute and unfettered right to transfer such additional constructed areas in any manner as the Society may in its absolute and sole discretion deem necessary. The applicant understand that for facilitating such additional construction there may be a change in layout of the Project to which the applicants shall have no objection. The Society and each of the transferees of such additional construction shall have same right as the applicants with respect to the Project including the right to be a member of any society of apartment owners as may be formed under the Apartment Ownership Act, 1983 and the right to unrestricted and unopposed use the Common Areas and facilities of the Project.
24. The compliance of the terms and conditions of this applications and the development of the Project by the Society shall at all times be subject to Force Majeure conditions as defined below:

The Society shall not be responsible or liable for not performing any obligation if such performance is prevented, delayed or hindered by any act not within the reasonable control of the Society. Such acts shall mean any event which by itself or in combination with other events or circumstances could not by exercise of reasonable diligence, or despite adoption of reasonable precautions, have been prevented or caused to have been prevented, and which impairs or otherwise adversely affects the Society's ability and capacity to perform its obligations and which events and circumstances shall include but be not limited to,

  - a) Acts of God, such as fire (including fire resulting from explosion) lighting, drought, flood, typhoon, hurricane, tornado, cyclone, tempest, storm, inundation, earthquake (including earthquake shock and fire), epidemics and other natural disasters.
  - b) Mischief explosions (including fire resulting from explosion), aircraft impact damage.
  - c) Strikes or lock outs, industrial disputes.
  - d) Non-availability of cement, steel or other construction material due to strikes or lock outs as manufactures, suppliers, transporters or other intermediaries or otherwise.
  - e) War and hostilities of war (whether war be declared or not), riots or civil commotion.
  - f) Any event or circumstance similar or analogous to the foregoing. In the event of a Force Majeure event, the Society shall be entitled to reasonable extension of time for performance of its obligations or to put in abeyance or otherwise entirely abandon the Project.
25. In case of abandonment of the scheme as a consequence of abandoning of Land Pooling scheme by D.D.A. or appropriate Government authorities or for any other reasons if Society is unable to carry out on the purpose for which it was formed, the Society's liability shall be limited to the refund of the amount being paid by the member. Further, such re-payment shall be made from the sale proceeds of the land being procured for the project and any loss on account of any such distress sale of land shall be borne by the members and the society shall not be liable to compensate any such loss of the members. Furthermore, in such case, the members shall not have any objection or right to initiate any legal proceeding against the Society.

I declare that the above terms and conditions have been read / understood and the same are acceptable to me. I have sought detailed explanations and clarifications from the Society and the Society has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I have signed the application form and paid the initial/complete amount towards land cost. I further undertake and assure the Society that in the event of rejection of my application for Provisional allotment for any reason whatsoever, including but not limited to noncompliance of terms by me as set out in the terms and conditions provided in this application, I shall be left with no right, title, interest or lieu under this application or against any unit in relation to the said Project. I shall not claim anything except the refund of my principal amount (after deduction against admin or other charges as levied by the society norms). If any other Person(s) has signed application form or any other document on my behalf, then he shall be presumed to be duly authorized by me through proper Authorization/Power of Attorney etc.

APPLICANT'S SIGNATURE