



APPLICATION FOR PROVISIONAL BOOKING/ALLOTMENT RESIDENTIAL PLOTS IN THE PROJECT "ANSAL TOWN" AGRA. NEAR SHAMSHABAD ROAD, AGRA

To
Ansal Housing & Construction Ltd,
15 UGF, Indraprakash
21, Barakhamba Road,
New Delhi - 110 001

Dear Sirs,

I/We request that I/we may be provisionally allotted a residential Plot in your Project "ANSALTOWN" Agra, under the down payment/ installments payment plan.

I/we remit herewith a sum of Rs. (Rupees)
only by bank Draft/Cheque No. dated drawn on
Bank Payable at New Delhi/Delhi/Agra as booking amount.

In the event of the company agreeing to provisionally allot a residential plot to me/we, I/We agree to pay further installments of sale price and all other dues as stipulated in the application and the Allotment Letter and the Payment Plan as explained to me/us by the company and understood by me/us.

I/we have clearly understood that this application does not constitute an Agreement to Sell and I/We do not become entitled to the provisional allotment and /or possession of a residential plot notwithstanding the fact that the company may have issued a receipt in acknowledgement of the money tendered with this application, I/we agree to sign and execute the Allotment Letter on the Company's standard format agreeing to abide and agree by the terms and conditions of the same. I/We have read the standard format of the Allotment Letter of the company.

If, however, I/We fail to execute and return the Allotment Letter within thirty (30) days from the date of its despatch by the company then this application shall be treated as cancelled only at the sole discretion of the Company and the earnest money (as defined in Clause 9 of the terms and conditions mentioned in this Application) paid by me/us shall stand forfeited. I/We are making this application with the full knowledge that the site plans, location of the Proposed Township & the other terms and conditions as stated in this application for allotment are entirely tentative and are liable to be changed, altered, modified, revised, added, deleted, substituted or recast at the sole discretion of the Company as it may deem fit.

I/We agree to abide by the terms and conditions of this application including those relating to payment of sale price and other charges, forfeiture of earnest money as laid down herein and the execution of the Allotment Letter.

I/we agree to abide by the terms and conditions of this application and of Allotment Letter.

My/Our Particulars are Given Below for Your Reference and Record

1. SOLE OR FIRST APPLICANT MR./MRS./MS.....

S/W/D/ OF
R/O
NATIONALITY
AGE.....YEARS, PROFESSION
SERVICE
Residential Status : Resident/Non-Resident/Foreign National of Origin

Please affix your photograph here

Income Tax Permanent Account No.....

Ward/Circle/range and place where assessed to income tax
Mailing Address
Tel No. Fax No.
Office Name & Address
Tel No. Fax No.

SECOND APPLICANT MR./MRS/MMS.....

S/W/D/ OF
R/O
NATIONALITY
AGE.....YEARS, PROFESSION
SERVICE
Residential Status : Resident/Non-Resident/Foreign National of Origin

Please affix your photograph here

Income Tax Permanent Account No.....

Ward/Circle/range and place where assessed to income tax
Mailing Address
Tel No. Fax No.
Office Name & Address
Tel No. Fax No.

Details of unit to be booked:

Unit No. : .....  
Required Unit Area : .....sq. m...../sq.yards  
(Approx.)  
Rate per sq.m./sq.yds. : .....

.....only)  
Total Basic Sale Price (in Rs. Rupees).....only)  
Preferential Location Charges Rate Rs.....per sq.yds. Rate Rs.....per sq.yds. Total Basic Sale Price inclusive of  
preferential location charges Rs.....only)  
Exclusive of other charges payable as per terms of allotment.

**PAYMENT PLAN : DOWN PAYMENT / INSTALMENT**  
**PLAN "A" PLAN "B"**

**Note:**

- A. Payment to be made by A/C Payee Cheque(s) Demand Draft(s) in favour of Ansal Housing & Constructon Ltd. Payable at New Delhi / Delhi / Agra.  
B. For details please see the price list.  
Stamp duty and registration charges etc. shall be extra at actuals and to be borne by the applicant.....  
The total price above does not include :
- (i) Any tax paid or payable by the Company and / or its Contractors by way of Value Added Tax, State Sales Tax, Central Sales Tax, Works Contract Tax, Service Tax, and Education Cess or any other taxes by whatever name called, in connection with the execution and sale of project (hereinafter collectively referred to as "Taxes")shall be payable by the applicant.  
(ii) The Company shall intimate to the Intending allottee, the amount payable as stated in (i) above and the Intending allottee shall make payment within 15 (Fifteen) days of such intimation.

**DECLARATION :**

I/We the applicant(s) do hereby declare that the above particulars/information given by me/us are true and correct and nothing has been concealed therefrom. I have read, understood agreed to and signed the enclosed terms and conditions herein and undertake to abide by the terms and conditions of Allotment Letter to be executed.

Date.....

Yours faithfully,

Place. . . . . Signature of applicant(s)

**FOR OFFICE USE ONLY**

RECEIVING OFFICER Name .....

1. Application Accepted / Rejected
2. Details of flat allotted
  1. Unit No.....  
Unit Area.....sq.m/sq.yds.  
Rate persq.mVsqs.yds.....  
Basic sale price Rs.....  
Preferential Location Charges Rate Rs.....per sq.yds. Rate Rs.....per sq.yds.  
Total Basic Sale Price inclusive of preferential location charges Rs.....
3. Amount received at the time of booking vide draft / Cheque No.....dated.....  
Rs.....(Rupees.....)  
drawn on.....Bank at Agra/New Delhi vide receipt No.....  
dated.....
4. Type of Account.....
5. Booking.....Agent  
Name of Agent.....Brokerage Payable.....
6. Joint Applicants(Nos.).....

Date : .....Place : .....Authorised Signatory

**PRINCIPAL TERMS AND CONDITIONS FORMING A PART OF THIS APPLICATION FOR PROVISIONAL ALLOTMENT OF RESIDENTIAL PLOT(S) IN "ANSAL TOWN", AGRA.**

The principal Terms and conditions for the provisional allotment are set out herein below which shall form part and parcel of the comprehensive Allotment Letter to be executed between the company and the Intending allottee(s).

1. The project is located in Bagda Village, near Shamshabad Road, Agra.
2. The Intending allottee(s) has satisfied himself/herself about the right, interest and title of the Company in the land on which the said plots are proposed to be developed and has understood all limitations and obligations in respect thereof. The Intending allottee(s) agree(s) that there will not be any further investigations or objections by him/her in this respect.
3. That the company shall have the exclusive right to accept /reject this application in its sole discretion.
4. The intending allottee(s) has applied for provisional allotment of a residential Plot(s) in the Project "ANSAL TOWN" Agra (hereinafter referred to as the said Plot) admeasuring\_\_\_\_\_sq.mtrs and. with full knowledge of all the laws/notification and rules applicable to this area in general and this project in particular, which have been explained by the Company and understood by him/her.
5. The tentative layout plans have been seen by the applicant(s) / intending allottee (s) and agrees that the company may effect such variations/ alternations/modifications etc., therein as deems fit or appropriate and/or as may be done by the sanctioning authority and the applicant(s) hereby gives his/her consent to such variation/additions/alterations/deletions/modifications etc.
6. That the applicant(s)/ intending allottee(s) agrees that he/she shall pay the basic sale price of the Plot(s) and all other charges payable as per the opted payment plan or as and when demanded by the Company as the case may be. He/She also agrees to make all payments through demand drafts/cheques payable at New Delhi/Delhi/Agra only.
7. The Intending Allottee hereby agrees to pay additionally as preferential location charges for preferential location as applicable and in a manner and within the time as stated in the payment plan. However, the Intending Allottee has specifically agreed that if due to any change in the layout plans, the said plot ceases to be in a preferential location, the Company shall be liable to refund only the amount of preferential location charges paid by the Intending Allottee and such refund shall be adjusted in the last installment as stated in the payment plan. If due to any change in the layout plan, the plot becomes preferentially located, then the Intending Allottee shall be liable and agrees to pay as demanded by the Company additional preferential location charges as stated in the payment plan.
8. Basic Selling price does not include EDC (External Development Charges and/or any other charge of similar nature levied by the Government/ Authority(s). The intending allottee(s) agrees to pay the same as and when demand is raised by the company for the same.
9. The company and the applicant hereby agree that the amount paid with the application and in installments, as the case may be, to the extent of 20% of the basic sale price of the Plot, will collectively constitute the "Earnest Money". This Earnest Money shall stand forfeited at the sole discretion of the company, in case of the non-fulfillment of the terms and conditions contained herein and those of the allotment letter.

10. The timely payment of installments is the essence of the terms and conditions of the booking. However, the company at its sole discretion may condone the delay in payments by charging interest at a rate of 18% per annum compounded quarterly for the period(s) of delay. In the event of irregular/delayed payments/non-fulfillment of terms of payment, the booking may be cancelled at the sole discretion of the company. The 20% of the basic sale price of the plot constituting Earnest Money shall stand forfeited in case of cancellation of the booking. Balance payment, if any, shall be refunded without any interest after return of original receipts and other documents by the prospective intending allottee(s) to the company, concerning the booked Plot(s).
11. It shall be the duty of the intending allottee(s) to make regular installments payment in accordance with the Payment Plan opted, on his own, without any dependance /reference to any demand notices being issued by the company, except in case of construction/development Linked Payment Plan.
12. The intending allottee shall pay for water and electricity charges for construction of the house, plans of which will be got approved by intending allottee from the competent authorities at Agra at his/her cost.
13. The company may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Intending Allottee to get the name of his/her nominee substituted in his/her place subject to such terms and conditions and charges as the company may impose. The Intending Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the Intending Allottee that as understood by the Company at present there are no executive instructions of the competent authority to restrict any nomination / assignment of allotted plot. However, in the event of any imposition of such executive instructions at any time after the date of this application to restrict nomination / assignment of the allotted plot by any authority, the Company will have to comply with the same and the Intending Allottee has specifically noted the same.
14. The booking is subject to rules and regulations of the Govt / Local Authorities etc as are applicable in the area.
15. The electricity supply shall be obtained from Electricity Authority /body and the cost of the installation of Sub-Station/Power House/Transformers shall be charged extra on pro-rata basis from the intending allottee(s) , the quantum of which shall be decided by the company at its sole discretion and notified to the concerned intending allottee(s).
16. The Intending Allottee also agrees to pay Govt./Local Body rates, cesses, charges, ground rent, taxes of ail and any kind by whatever name called, whether levied, or leviable now or in future, as the case may be for the provisional allotment in proportion to the area of the plot allotted prior to the execution of the sale deed. If such charges are increased (including with retrospective effect) after the sale deed / lease has been executed then these charges shall be treated as unpaid sale price of the plot and the company shall have lien on the plot of the Intending Allottee for the recovery of such charges.
17. The Company shall endeavor to give possession of the plot to the applicant(s) intending allottee(s) in a period of 36 months approximately subject to force-majeure circumstances, and reasons beyond the control of the Company and subject to receipt of complete dues and other charges as per installment plan opted by the intending allottee(s).. . The applicant/intending allottee shall not be entitled to any compensation on the grounds of delay in possession due to reasons beyond the control of the company.

The Company on completion of the development/construction shall issue final call notice to the applicant(s)/ intending allottee (s), who shall within 30 days thereof, remit all dues and take possession of plot after registration of sale deed. In the event of his/her failure to take possession for any reason whatsoever, he/ she shall be liable to pay all maintenance charges to the company or the nominated agency and/or any other levies on account of the plot. The maintenance charges shall be reckoned from the date of offer of possession. The company or its nominated agency shall charge holding / watch and ward charges, as may be applicable at the Company's discretion, if the intending allottee(s) fails to take possession within the period mentioned in the offer of possession.

18. That the possession of the said residential Plot shall be delivered to the intending allottee(s) after the same is ready for occupation and use, provided all the amounts due by the intending allottee(s) are paid to the company. The intending allottee(s) shall take possession of the said residential Plot within such period as may be mentioned in the "offer of possession" issued/sent by the company.
19. The company reserves the right to change location/number/area of the plot.
20. The Intending Allottee upon development of the said Township and offer of possession of the plot agrees to enter into a maintenance agreement with any Association / Body of plot owners or any other nominee/ agency/association(s) or other body(ies) (hereinafter referred to as 'the Maintenance Agency') as may be appointed / nominated by the company from time to time for the maintenance and upkeep of the said plot and common areas and the Intending Allottee undertakes to pay the maintenance bills as raised by the Maintenance Agency from the date of offer of possession, irrespective whether the Intending Allottee is in occupation/possession of the Plot or not. In order to secure due performance of the Intending Allottee in payment promptly of the maintenance bills and other charges raised by the maintenance agency, the Intending Allottee agrees to deposit, as per the schedule of payment and to always keep deposited with the Company or the Maintenance Agency, nominated by the Company, as Interest free Maintenance Security (IFMS) on such rates as may be decided by the company or its nominated agency in its sole discretion. In case of failure of the Intending Allottee to pay the maintenance bill, other charges on or before the due date, the Intending Allottee in addition to permitting the company / maintenance agency to deny him /her the maintenance services, also authorises the company to adjust the amount of the security deposited against such defaults. This arrangement shall continue till the township is handed over to the Municipal Authorities or the association of the allottees/occupants.

Further, the company / its nominated agency reserves the right to increase maintenance security from time to time in keeping with the increase in the cost of maintenance services and the Intending Allottee agrees to pay such increases within fifteen(15) days of demand by the Company/its nominated agency for the maintenance. If the Intending Allottee fails to pay such increase in the Maintenance Security or to make good the shortfall as aforesaid on or before its due date, then the Intending Allottee authorises the company to treat the allotment (provisional/final) as cancelled without any notice to the Intending Allottee, and to recover the shortfall from the sale proceeds of the said plot and to refund to the Intending Allottee only the balance of the money realised from such sale after deducting therefrom the entire earnest money, interest on delayed payments, any interest paid, due or payable and all other dues as set out in the payment plan. It is made specifically clear and it is so agreed by and between the parties hereto that this condition relating to the maintenance security as stipulated in this clause shall survive the conveyance of title in favour of the Intending Allottee and the Company shall have first charge / lien on the said plot in respect of any such non - payment of shortfall / increases as the case may be.

21. The Intending Allottee shall pay, as and when demanded by the Company, the Stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of sale deed of the Plot in favour of the Intending Allottee which shall be executed and got registered after receipt of the full sale price, other dues including payment of Maintenance Security payable to the Company or the Maintenance Agency, as the case may be and the said charges and expenses as may be payable or demanded from the Allottee in respect of the plot allotted to him/her.
22. The Stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of any agreement / deed / document executed between the company and the intending allottee shall be borne by the intending allottee.
23. The Intending Allottee undertakes to execute the sale deed within sixty (60) days from the date of offer of possession failing which the Intending Allottee authorizes the company to cancel the allotment and forfeit the earnest money, delayed payment interest etc. and refund the balance price paid by the allottee without any interest.
24. The Intending Allottee shall inform the company in writing any change in the mailing address mentioned in this application failing which all demands, notices etc. by the company shall be mailed to the address given in this application and deemed to have been received by the Intending Allottee. In case of joint allottees, all communication shall be sent to the first named allottee in this application.
25. The company shall have the first lien and charge on the said plot for all its dues and other sums payable by the applicant(s)/intending allottee(s) to the company.
26. The applicant(s)/intending allottee(s) undertake to abide by laws, rules and regulations as may be made applicable to the said plot either by the company or any other government authority.
27. The applicant(s)/intending allottee(s) shall use the plot for the purposes for which the allotment has been made.
28. The intending allottee shall be bound to start construction of the house with due sanction of the Competent Authority within a period of three years from the date of offer of possession by the company failing which, he shall be liable to pay a penalty of 5% of the total cost of plot each year to the company.
29. The intending allottee, if resident outside India, shall be solely responsible to comply with the necessary formalities, as laid down in the FEMA 1999 or other applicable laws including that of remittances of payment(s) for acquisition of property and for submission of any documents/declarations etc. as may be prescribed.
30. 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(s) refuses, delays, withholds, denies the grant of necessary approvals for the said Township or if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent authority(s) become subject matter of any suit / writ / legal proceedings before a competent court or due to force majeure conditions, the Company, after provisional and / or final allotment, is unable to deliver the plot 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.

31. The allottee shall not be entitled to seek refund of amount deposit against the Plot once demand of installments against the Plot has gone beyond 80% or more. At this stage, the request for refund of cancellation of Plot from the intending allottee shall be considered by the company at its sole discretion. However, the intending allottee shall be free to effect nomination/ assign /endorsement of the Plot in favour of any other person by requesting for the same to the company and subject to payment of all dues, charges and demands as may be applicable at the time of request.
32. 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 plans, designs and specifications as the company may deem fit or as directed by any competent authority(s). However, in case of any major alteration / modification resulting in  $\pm 10\%$  change in the area of the plot any time prior to and upon the grant of completion/occupation certificate, the company shall intimate to the Intending Allottee in writing the changes thereof and the resultant change, if any, in the price of the plot to be paid by him/her and the Intending Allottee agrees to inform the company in writing his/her consent or objections to the changes within thirty (30) days from the date of such notice failing which the Intending Allottee shall be deemed to have accepted the changes.. The Intending Allottee agrees to pay the prevailing market rate for any increase in the area of the plot within 30 days of the receipt of information and demand by the company. If the Intending Allottee writes to the company within thirty (30) days of intimation by the company indicating his non-consent/objections to such alterations / modifications then the company shall try and accommodate the allottee at an alternate location.
33. All or any disputes arising out or touching upon or in relation to the terms of this application and/or Allotment Letter including the interpretation and validity of the terms thereof and the 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 and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration shall be held at an appropriate location in Delhi by a sole arbitrator who shall be appointed by the Company and whose decision shall be binding upon the parties. The Intending Allottee hereby confirms that he/she shall have no objection to this appointment even if the person so appointed, as the Arbitrator, is an employee or advocate of the Company or is other wise connected to the Company and the Intending Allottee confirms that notwithstanding such relationship/connection, the Intending Allottee shall have no doubts as to the independence or impartiality of the said Arbitrator.
34. In the event that any one or more of the phrases, sentences, clauses or paragraphs contained in this application and/or the allotment letter are be declared invalid by a final and unappealable order, decree or judgement of a Court, then this Application shall be construed as if such phrases, sentences, clauses or paragraphs, had not been inserted in this application and/or allotment letter and the construction and interpretation of this application and the allotment letter shall not be effected.
35. This Application and the allotment letter (to be executed later) shall be construed, interpreted, governed and applied in accordance with the laws, regulations, ordinances or the laws applicable in India and shall be subject to the exclusive jurisdiction of the Courts at Delhi.

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. IAA/e understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as may be comprehensively set out in the Allotment letter and the present terms and conditions would be read and taken to be part of such allotment letter.

36. I/We are fully conscious that it is not incumbent on the part of the company to send us reminders/notices in respect of our obligations as set out in this application and/or Allotment Letter and I/We shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and conditions contained in this application and/or Allotment Letter. VWe have sought detailed explanations and clarifications from the company and the company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the company, I have now signed this application form and paid the monies payable there under fully conscious of my liabilities and obligations including forfeiture of earnest money as may be imposed upon me. I/We further undertake and assure the company that in the event of cancellation of my/our provisional and/or final allotment either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided in this application, I/We shall be left with no right, title, interest or lien on the Plot applied for and provisionally and/or finally allotted to me/us in any manner whatsoever.

Date.

Place: ..... Signature of the intendig Allottee(s)