



Ansal Heights

THE HEIGHTS Oh SUCCESS W O R L I , M U M B A I

APPLICATION FOR ALLOTMENT BY SALE OF RESIDENTIAL FLAT IN THE PROJECT "ANSAL HEIGHTS", WORLI MUMBAI - 400018

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

Dear Sirs,

We request that we may be provisionally allotted a residential Flat in your **Ansal Heights**, Worli, Mumbai project under your down payment/installments payment plan.

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

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.

We have clearly understood that this application does not constitute an agreement to sell and we do not become entitled to the provisional allotment of a residential Flat notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. We undertake to execute the **Ansal Heights**, Allotment Letter on the Company's standard format agreeing to abide & agree by the terms and conditions of the same.

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 MR7MRSVMS.....

.....SA/W/D/ OF.....

R/O.....

.....NATIONALITY.....

AGE.....YEARS, PROFESSION.....

SERVICE.....

Residential Status : Resident/Non-Resident/Foreign National of Origin

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./MS.....

.....S/W/D/ OF.....

R/O.....

.....NATIONALITY.....

AGE.....YEARS, PROFESSION.....

SERVICE.....

Residential Status : Resident/Non-Resident/Foreign National of Origin

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.

Please affix
your photograph
here

Please affix
your photograph
here

Details of unit to be booked:

Flat No.....sq. m./sq.ft.(approx.)

Required Super Area :.....

Floor :.....

Rate persq.m./sq.ft. :.....

.....only)

Exclusive of other payable charges as per terms of allotment.

PAYMENT PLAN : DOWN PAYMENT / INSTALMENT

PLAN "A"

PLAN "B"

Note: 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 / Mumbai

DECLARATION :

I/We the applicant(s) do hereby declare that my/our application for allotment by the Company is irrevocable and 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 & conditions herein and undertake to abide by the terms & conditions of Allotment Letter to be executed.

Yours faithfully,

Date.....

Place

Signature of applicant(s)

FOR OFFICE USE ONLY

RECEIVING OFFICER Name

1. Application Accepted / Rejected

2. Details of flat allotted

1. Flat No.....

Floor.....

Super Area.....sq.m/sq.ft.

Rate persq.m./sq.ft.....

Basic sale price Rs.....

3. Amount received at the time of booking vide draft / Cheque No.....dated.

Rs.....(Rupees.....)

drawn on.....Bank at Bombay/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

TERMS AND CONDITIONS

FOR ALLOTMENT OF RESIDENTIAL APARTMENT IN

ANSAL HEIGHTS, DR. G. M. BHOSALE MARG, SRI RAM MILLS COMPOUND, WORLI NAKA WORU - 400018

1. That the intending allottee(s) has applied for allotment of a residential apartment with full knowledge and subject to all the laws / notifications and rules applicable to this area in general Group Housing Ansal Heights in particular which have been explained by the Company and understood by him/her. The Allotment in subject to the Flat Buyer accepting the terms imposed by the Municipal Corporation of Greater Bombay, which can be inspected at the builder's office.
2. That the intending allottee(s) has fully satisfied himself /herself about the interest and the title of the Company in the said land on which the apartment will be constructed and has understood all limitations and obligations in respect thereof. There will be no further investigation or objections by the intending allottee(s) in this respect.
3. That the intending allottee(s) has accepted the plans, designs, specifications which are tentative and are kept at the Company's registered office at 15-UGF, Indra Prakash 21 Barakhamba Road, New Delhi - 110001 and hereby agrees that the company may effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion deem appropriate and fit or as may be done by any competent authority and the intending allottee(s) hereby gives consent to such variations/additions/ alterations / deletions and modifications.
4. That the company shall have the right to effect suitable and necessary alterations in the layout plan, if and when necessary, which may involve all or any of the changes, namely change in the locations of apartment, change in its number, dimensions, height, size, area, layout or change of the entire scheme. In case of absolute deletion of flat, no claim monetary or otherwise will be raised or accepted except the amount received shall be refundable in full without interest.
5. That building plans and layout are subject to changes and approval of Municipal Corporation of Greater Bombay and other authorities. The company reserves their right to make additions or amendments as may be necessitated from time to time.
6. That the intending allottee(s) shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the Company, which may in its sole discretion, permit the same on such terms as it may deem fit.
7. That the intending allottee(s) agrees that he/she shall pay the price of the apartment on the basis of the super area i.e. covered area inclusive of proportionate share of common areas and all other charges as and when demanded. He/She also agrees to make all payments through demand drafts / cheques payable at Bombay / New Delhi only.
8. That the company and the intending allottee(s) hereby declare that the amounts paid with the application and in instalments as the case may be, to the extent of 20% of the basic sale price of the apartment will collectively constitute the earnest money. This earnest money shall stand forfeited in case of non fulfilment of these terms and conditions and those of Agreement as also in the event of the failure by the intending allottee(s) to sign the Agreement within the time allowed by the Company.
9. That the timely and regular payment of instalment is the essence of this contract. It shall be incumbent on the intending allottee(s) to comply with the terms of payment and other terms and conditions of sale, failing which the intending allottee(s) shall have to pay interest @24% per annum on the delayed payments and the Company reserves its right to forfeit upto 10% of the basic cost of the unit in the event of any irregular / delayed payments / non-fulfilment of terms of payment and the allotment may be cancelled at the discretion of the Company.
- 10. That the intending allottee(s) agrees to reimburse to the Company and to pay on demand all taxes, levies or assessments whether levied now or leviable in future on land and/or building 'Ansal Heights' as the case may be from the date of allotment.**
11. That the Company shall endeavour to give possession of the apartment to the intending allottee(s) in approximately 3 years, subject to force majeure circumstances or reasons beyond the control of the builder and on receipt of all payments and other charges as per instalment plan from the date of booking and payable upto the date of possession according to the payment plan applicable to him/her. The company on completion of the construction shall issue final call notice to the intending allottee(s), who shall within 30 days thereof, remit all dues and take possession of the apartment. In the event of his/her failure to take possession for any reason whatsoever, he shall be deemed to have taken possession of the allotted unit.
12. That the intending allottee(s) of the apartment shall pay necessary charges including security deposit for maintenance and upkeep of the complex and provision of the various services as determined by the company or its nominated agency as and when demanded by the company /its nominee. This arrangement will be carried out until the services are handed over to the local bodies. The intending allottee(s) agrees and consents to this arrangement and will not question the same singly or jointly with other Buyers.
13. That the present allotment is subject to the condition that there is no price control/restrictions from any authorities. In case of any control or any restrictions on the price of the flat being imposed by any authority, this allotment will be liable to be cancelled by the Builder in their sole discretion and the money deposited by the flat buyer will be refundable without any interest. No claim, monetary or otherwise shall be raised by the flat buyer or accepted by the Builder in this regard.
14. That the cost of flat and provision for other charges etc. has been made keeping in view the normal practices, conventions and the statutory requirements of today. Should at any time after possession either by statutory requirement or otherwise it becomes necessary to provide for any further equipment/facilities etc. then the cost of such provisions/installations shall be additional and proportionately charged for. Similarly, the maintenance of all such equipment/facilities will form part of the maintenance charges.

15. That all Municipal Corporation of Greater Bombay charges including the premium, on the ground rent/revised ground rent etc. and any other levies or charges demanded or to be imposed by the authorities have to be borne proportionately by the Flat Buyer. If any unearned increase or other charges are levied by the MCGB or any Government or local authorities on the transfer of the Flat by the Builder to the Flat Buyer or on the transfer/conveyance of the plot and/or superstructure thereon in the name of the Flat Buyer, Society, Body Corporate etc. as the case may be, the same shall be borne separately by the Flat Buyer. The above charges shall be payable by the Flat Buyer as and when the call notice thereof is given by the Builder within the time specified.
16. That any charges demanded by the Municipal Corporation of Greater Bombay or any other local/Government body towards vacant land tax, house tax or any other taxes, levies or charges for the period after 9th Dec. 2005 (the date from which the sale price was made effective) and during the course of construction, and thereafter shall be borne by the Flat Buyer irrespective of the fact that he has not been enjoying any benefits of his Flat. Such charges shall be payable immediately on demand in proportion to the area of that Flat allotted herein. However, if assessment of the house tax is not separately made by MCGB, then in that event each Flat Buyer will pay the proportionate share on the basis of the area of his area of his Flat or the annual value as the case may be.
17. That the Conveyance Deed for the land may be executed in the name of a limited Company, Body Corporate, Co-operative Society etc. to be decided upon by the Builder and the registration of lease deed charges of plot shall be borne by the Flat Buyer in proportion to the super area allotted. Conveyance Deed to each Flat as may be permissible may also be executed directly in favour of the Flat Buyer at his cost. Form of transfer will depend upon the statutory requirements, conventions and discretion of the Builder. Conveyance Deed will be executed only after all the Flat buyers have paid their respective share of cost of the Flat in full. The stamp, registration and other charges for executing the conveyance Deed will be payable by the Flat Buyer proportionately. All the above charges shall be payable by Flat Buyer as and when the call notice thereof is given by the Builder within the time specified.
18. That the intending allottee(s) shall get his/her complete address registered with the company at the time of booking and it shall be his/her responsibility to inform the Company by registered A/D letter about all subsequent changes, if any, in his/her address, failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those should ordinarily reach such address and the intending allottee(s) shall be responsible for any default in payment and other consequences that might occur therefrom. In all communication the reference to property booked must be mentioned clearly.
19. That the company shall have the first lien and charge on the said apartment for all its dues and other sums payable by the intending allottee(s) to the company.
20. That the allotment of the apartment is entirely at the discretion of the Company.
21. That the intending allottee(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the said property i.e. (Apartment/car parking space and other amenities and facilities).
22. Delhi Court alone shall have jurisdiction in all disputes or matters concerning this transaction.
23. That the intending allottee(s) agrees to pay the total basic sale price and other charges of apartment as per the instalment plan opted by him/her.
24. That the intending allottee(s) shall not put up any name or sign board, neon sign, publicity or advertisement material, hanging of cloths etc. on the external facade of the Building or anywhere on the exterior of the Building or common areas. The intending allottee(s) shall also not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design.
25. That the allottees shall use the premises for residential purposes only. The allottees shall not use premises for either commercial or any other purpose.
26. That in case there are joint intending allottees, all communication shall be sent by the company to the intending allottee(s) whose name appears first and at the address given by him/her for mailing and which shall for all purposes be considered as served on all the intending allottees and no separate communication is deemed necessary to the other named intending allottee(s). The intending allottee(s) has agreed to these conditions of the company.

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

Date...

Place:

Signature of the intending Allottee(s)