



# ANSAL BUILDWELL LTD.

118, UFF, Prakash Deep Building,  
7, Tolstoy Marg, New Delhi - 110 001  
Phone : 23353051 / 52 Fax : 91-11-23359550, 23310639

Photograph

## APPLICATION FORM

Dear Sirs,

I/We the undersigned request that a Plot/House/Flat/Shop/Office/Farm Land/Storage Space/Car Parking may be allotted to me/us per the Company's terms and conditions which I/We have read and understood and shall abide by the same as stipulated by your company.

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

I/We remit herewith a sum of Rs.....(Rupees.....)  
by Bank draft/Cheque No.....Dated.....Drawn on .....  
Bank payable at Delhi as part of earnest money. (All drafts and cheques to be made in favour of Ansal Buildwell Ltd., New Delhi).

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

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

1. Applicant (Sole/First) .....

S/W/D/ of ..... Nationality .....

2. Second Applicant Name ..... S/W/D/ of .....

Local Address .....

.....

..... Pin Code

Telephone No. .... Fax No. ....

Address (For Communication) .....

..... Pin Code

Telephone No. .... Fax No. ....

3. Residential Status : Resident Indian  Non-Resident India

4. Payment Plan : Down Payment  Instalment

5. Details of unit to be purchases :

i) Name of the project : .....

ii) Type of property : .....

iii) Unit Number : .....

iv) Block : .....

v) Floor : .....

vi) Required Area : .....

vii) Basic Rate per sqm/sq. ft. : .....

6. Car Parking space inbasement : One  Two  Number .....

7. Storage Space in basement : Yes  No  Number .....

8. Club Membership
9. Booking Direct  Through Dealer/Agent
10. If through dealer/agent, give his particulars :

Name .....

Address .....

..... Pin Code

Telephone No. .... Fax No. ....

11. Income Tax Permanent Account No. ....
12. DECLARATION :

I/We the undersigned (Sole/First and Second Applicant) do hereby declare that the above mentioned particulars/information given by me/us are true and correct and nothing has been concealed therefrom.

Yours faithfully,

- 1.
- 2.

Signature of the applicant(s)

**DIRECT / AGENT**

.....  
**Signature of Intending Allottee(s)**

Place : ..... Date.....

<b>FOR OFFICE USE ONLY</b>		<b>AMOUNT RECEIVED AT THE TIME OF BOOKING</b>	
Application No. ....			
1. Application Accepted/rejected		Basic Sale Price .....	
2. Details of unit allotted.		E.D.C .....	
1. Unit number .....		Car Parking Space .....	
Type ..... Block No. .... Floor .....		Storage Space .....	
Super Area ..... Sq. ft. Rate per sqm./sq. ft. ....		Club Membership .....	
Basic Sale Price .....		Other Charge .....	
3. Car Parking Spaces : One/Two Price ..... Number .....		(i) .....	
4. Club Membership .....		(ii) .....	
5. Payment Plan : Down Payment <input type="checkbox"/> Instalment <input type="checkbox"/>		<b>TOTAL</b> = Rs.	
6. Cost of car parking space :			
7. Cost of storage space :			
8. Amount received at the time of booking vide draft/Cheque No. .... Dated			
Rs. .... (Rupees .....			
..... ) Drawn on ..... Bank at New Delhi/ Delhi and our Receipt			
No. .... Dated			
9. Type of Account : .....			
10. Booking : Through Dealer/Agent <input type="checkbox"/>			
Name of Agent ..... Brokerage Payable :			
11. No. of Joint Applicants .....			
Dated.....	Place.....	Authorised Signatory	

## TERMS AND CONDITIONS FOR ALLOTMENTS

1. The intending allottee(s) has applied for allotment of a residential/commercial unit with full knowledge and subject all the laws/ notification and rules applicable to this area in general which have been explained by the Company and understood by him/ her.
2. 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 unit will be constructed and has understood all limitations and obligation in respect thereof. And there will be no more investigation or objection by the intending allottee(s) in this respect.
3. The intending allottee(s) has accepted the plans, designs, specifications which are tentative and are kept at the company's office at Prakash Deep, 7, Tolstoy Marg, New Delhi and agrees that company may effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion deem appropriate and fit or as may be done by any competent authority and the intending allottee(s) hereby gives his/her consent to such variation/addition/alteration/deletion and modification.
4. The company 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 changes in its number, dimensions, height, size, area, layout or change of entire scheme.
5. The intending allottee(s) shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the Company, who may, in its sole discretion, permit the same on such terms as it may deem fit.
6. The intending allottee(s) agrees that he/she shall pay the price of the unit on the basis of the super area i.e., covered area inclusive of proportionate common area and all other charges as and when demanded. He/She also agrees to make all payments through demand drafts/cheques drawn upon and payable at New Delhi/Delhi only.
7. The External Development Charges for the external services to be provided by the Haryana Government will be charged extra as laid down by the Haryana Government and in case of any increase in these charges in future the same shall be paid by the intending allottee(s) as and when demanded by the Company.
8. The company and the intending allottee(s) hereby agree 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 unit 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 Allotment Letter/Agreement as also in the event of the failure by the intending allottee(s) to sign the Allotment Letter/Agreement within the time allowed by the Company.
9. The time of punctual payment of instalments 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 the earnest money in event of irregular/delayed payments/non-fulfilment of terms of payment and the allotment may be cancelled at the discretion of the Company.
10. At present, the safety measures have been provided as per existing fire safety code/regulation.
11. 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 the building as the case may be, from the date of allotment.
12. The Company shall endeavour to give possession of the unit to the intending allottee(s) within 3 yrs to 3 1/2 yrs subject to force majeure circumstances and on receipt of all payments as per instalment plan from the date of booking and on receipt of complete payment of the basic sale price and other charges due 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 unit. 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 and shall bear all maintenance charges and any other levies on account of the allotted unit.
13. The intending allottee(s) of the unit shall pay necessary charges including security deposit for maintaining and upkeeping the complex and providing the various services as determined by the company or its nominated agency and 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.
14. The sale deed shall be executed and got, registered in favour of the intending allottee(s) within the reasonable time after the completion of development work/construction at the site and after receipt from his/her full price and other connected charges. Cost of stamp duty and registration/Mutation documentation charges etc. as applicable will be extra and shall be borne by the Intending Allottee(s). The intending allottee(s) shall pay, as and when demanded by the Company, stamp duty and Registration Charges/Mutation charges and all other incidental and legal expenses for execution and registration of sale deed/mutation of the unit in favour of the intending allottee(s).
15. 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, in 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 of property booked must be mentioned clearly.

16. The Company shall have the first lien and charge on the said unit for all its dues and other sums payable by the intending allottee(s) to the Company.
17. Unless a conveyance deed is executed and registered, the Company shall for intents and purposes continue to be the owner of the land and also the construction thereon and this agreement shall not give to the allottee any right or title or interest therein.
18. The allotment of the unit is entirely at the discretion of the Company.
19. The price of the unit stipulated herein is based on all India Whole Sale Index for all commodities as ruling on..... if however, during the progress of the work escalation in cost takes place which will be based on all India Whole Sale Index for all commodities the effect of the such increase as assessed by the company and intimated to the intending allottee(s) shall be payable by him/her over and above the price. Calculation of escalation will be done as per the formula mentioned in escalation clause of the Allotment Letter/Agreement. The decision of the Company in this respect shall be final and binding on the intending allottee(s). The increased incidence may be charged and recovered by the Company from the intending allottee(s) with any one or more of the instalments or separately.
20. 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.
21. Delhi Courts alone shall have jurisdiction in all matters arising out of/touching and/or concerning this transaction.
22. The intending allottee(s) agrees to pay the total basic sale price and other charges of unit as per the payment plan (Down payment/instalment plan) opted by him/her.
23. The intending allottee(s) shall not put up any name or sign board, Neon sign, publicity or advertisement material, hanging of clothes 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 colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in exterior elevation or design.
24. The allottee shall not use the premises for any activity other than the use specified for.
25. 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 shall be necessary to the other named intending allottee(s). The intending allottee(s) has agreed to this condition of the Company.
26. The intending allottee(s) agrees that the sale of the unit is subject to force majeure clause which interalia include delay on account of non-availability of steel/or cement or other building materials, or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, civil commotion, or by reason of war, or enemy action or earthquake or any act of God, delay in certain decision/clearances from statutory body, or if non-delivery of possession is as a result of any notice, order, rules or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the Company and in any of the aforesaid event the Company shall be entitled to a reasonable corresponding extension of the time of delivery of possession of the said premises on account of force majeure circumstances.

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

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

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

Date :.....

Signature of the Intending Allottee(s)

(i) .....

Place :.....

(ii) .....