

# Ansal Properties & Infrastructure Ltd.

(An ISO 9001 : 2000 Company)

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## APPLICATION FORM

**Ansal Properties & Infrastructure Ltd.**  
**115, Ansal Bhawan,**  
**16 - K.G. Marg,**  
**New Delhi-110001**

Dear Sir,

I/We request that I/We may be registered for provisional allotment of a residential / commercial Plot (hereinafter referred to as the "Plot") in your Residential Colony known as "Golf Links-II" being developed by the Company in Sector 116, S.A.S.Nagar, Mohali, India.

I/We agree to sign and execute, as and when required by the Company, PLOT BUYER AGREEMENT containing the detailed terms and conditions of allotment of the plot and other related documents as required by the Company.

I/We have read and understood the accompanying General Terms & Conditions for provisional allotment of the plot in "Golf Links -II" forming part of this Application and agree and undertake to abide by the same.

I/We remit herewith a sum of Rs...../- (Rupees .....  
.....) by Bank Draft / Cheque No..... dated..... drawn on..... in  
favour of ..... as registration amount for the provisional allotment of the plot.

I/We declare and confirm that application for registration, if any, made by me/us previously with Company for allotment of a plot in project Golf Links -II shall stand withdrawn and/or revoked upon the submission of this application form and I/We the applicant(s) herein unequivocally agree, affirm and undertake to be bound by the terms and conditions as stipulated herein.

I/We clearly understand that the Allotment of a plot by the Company pursuant to this Application shall be purely provisional till a Buyers Agreement is executed by the Company in my/our favour. Further, the Allotment of the plot in the Golf Links -II is subject to the terms and conditions, restrictions and limitations as may be contained in the LOI/License issued by the Punjab Government, Department of Housing and Urban Development.

I/We have perused the Price List-cum-Payment Plan and agree to pay as per the "Payment Plan" opted by me/us.

My/our particulars are given below for your reference and record.

My/our particulars are given below for your reference and record.

1. SOLE / FIRST APPLICANT:

Mr./Ms./M/s.....

S/W/D/O.....

Age.....years, Profession.....

Nationality.....

Residential Status – Resident / Non Resident Indian / Foreign National of Indian Origin.

Income Tax Permanent Account No.....Ward/Circle/Special Range and  
place where assessed to Income Tax .....

Mailing Address.....

.....

Tel. No..... Fax No.....

Affix Passport  
size Photograph  
of Sole or First  
Applicant

Office Name & Address.....

Tel.Nos.....

E.mail ID .....

Source of Funding : Own Sources..... Bank Finance.....

2. SECONDDAPPLICANT

Mr./Ms./M/s.....

S/W/D/O.....

Age..... years, Profession.....

Nationality.....

Residential Status – Resident / Non Resident Indian / Foreign National of Indian Origin.

Income Tax Permanent Account No.....Ward/Circle/Special Range and place where assessed to Income Tax .....

Mailing Address.....

Tel. No..... Fax No.....

Office Name & Address.....

Tel.Nos.....

E.mail ID .....

Source of Funding : Own Sources..... Bank Finance.....

Affix Passport size Photograph of Sole or First Applicant

3. THIRD APPLICANT:

Mr./Ms./M/s.....

S/W/D/O.....

Age..... years, Profession.....

Nationality.....

Residential Status – Resident / Non Resident Indian / Foreign National of Indian Origin.

Income Tax Permanent Account No.....Ward/Circle/Special Range and place where assessed to Income Tax .....

Mailing Address.....

Tel. No..... Fax No.....

Office Name & Address.....

Tel.Nos.....

E.mail ID .....

Source of Funding : Own Sources..... Bank Finance.....

Affix Passport size Photograph of Sole or First Applicant

4. Details of Plot to be purchased:

- i. Type of Property : .....
- ii. Borough : .....
- iii. Type : .....
- iv. Block No. : .....
- v. Plot No. : .....
- vi. Area : ..... sq.mt./sq. ft / sq.yd.
- vii. Basic Rate : .....per sq.mt./sq.ft./sq.yd.
- viii. Basic Sale Price : .....
- ix. Preferential Location Charges : .....
- x. EDC / IDC Rate : ..... per sq.mt./sq.yd.
- xi. EDC / IDC Amount : .....
- xii. Club Membership : .....

5. PAYMENT PLAN: DOWN PAYMENT / INSTALMENT

6. Booking Through : Direct Booking

Note :

- i. Payment to be made by Demand Draft/Pay Order/Cheque in favour of 'Ansal Properties & Infrastructure Ltd.' payable at New Delhi.
- ii. Allotment to Non Resident Indian and National of Indian Origin shall be subject to Indian Laws.
- iii. For Non-Resident Indian/foreign nationals of Indian origin, the all remittances, acquisition / transfer of the said plot and compliance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments shall be their sole responsibility.

7. DECLARATION:

I /We the above applicant(s) do hereby declare that the terms and conditions of this application have been read /understood by me/us and the same are acceptable to me/us. I/We the above applicant(s) unequivocally agree, affirm and undertake to abide by the Broad Terms and Conditions as appearing herein and I/We further declare that the above particulars/information given by me/us are true and correct. In case of any information/particulars provided by me/us is/are found to be false or misleading, the company shall be entitled to reject my/our application and/or the provisional allotment, if allotted and forfeit the amount paid by me/us along with application or forfeit the forfeiture amount (20% of the sale consideration) in terms of Buyer's agreement as the case may be.

Date : .....

Yours faithfully,

Place : .....

.....  
Signature of Sole/First Applicant

.....  
Signature of Second Applicant

.....  
Signature of Third Applicant

**For Office Use Only**

1. Application: Accepted / Rejected

2. Details of Plot applied

Borough ..... Type .....

Block No..... Plot No.....

Plot Area..... Sq. Yds.(appx.) (.....Sq. Mts. appx.)

3.

4. Other Area .....Sq ft

5. Price

i) Basic Sale Price Rs.....

ii) Preferential Location Charges (if applicable) Rs.....

iii) EDC / IDC Charges (if applicable) Rs.....

iv) Other Area Charges..... Rs.....

v) Interest Free Maintenance Security Rs.....

vii) Other Charges, if any Rs.....

**Total Payable** Rs.....

6. Payment Plan opted: PLAN A - Down Payment / PLAN B – Construction Linked

7. Booking Amount received vide Cheque No..... Dated.....

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

Drawn on.....(Bank) vide our Receipt No .....

Dated .....

8. Mode of booking: Direct / Broker

Broker details .....

.....

Authorized Signatory for the Company Dated

**GENERAL /BROAD TERMS & CONDITIONS FOR  
PROVISIONAL ALLOTMENT OF A PLOT**

**AT SECTOR-116, S.A.S. NAGAR, MOHALI, PUNJAB**

1. That the 'Golf Links-II' is a integrated township project being developed collectively by the Company, its associate /group/ affiliate companies in Sector 116, S.A.S. Nagar (hereinafter referred to as **Golf Links II / Residential Colony**). The Company has purchased sizeable land parcel for the project and has obtained the license from Department of Housing & Urban Development, Punjab Government. The detailed layout plan of the Colony- Golf Links-II has also been accepted and approved by the CTP.
2. That the Allotment, if and when made by the Company, pursuant to the accompanying Application, shall be purely provisional and further be subject to the terms and conditions, restrictions and limitations contained in the LOI/License issued by the Punjab Government and the Applicant /Intending Allottee having read and understood the same has applied for the allotment and has undertaken to abide by those terms and conditions, restriction and limitation etc.
3. That the Applicant(s) has applied for provisional allotment of a Plot (Commercial /Residential) in the Residential Colony Golf Links -II. The Applicant (s) has full knowledge of laws, notifications and rules as applicable to the development of the Residential Colony/Golf Links II as well. The Applicant(s) has applied for the above allotment with full knowledge of and subject to all laws / notifications and rules applicable to this area in general and this project in particular.
4. That the applicant is fully satisfied about the interest and title of the company in the land in which the residential colony 'Golf Links II' is being developed.
5. That the allotment of plot to all the Applicant(s) shall be made on a first come first serve basis. Some plots in the **Project**-attract preferential location charges, as specified in the Schedule of Payment, which in case allotted to the Applicant(s) shall be payable by the Applicant(s) without any demur or protest.
6. The Buyer agrees to pay an amount equivalent to 20% of the total sale consideration of the plot as Earnest Money and has paid Rs. \_\_\_\_\_ as part of Earnest Money out of the total sale consideration. The Buyer further agrees and undertakes to pay the Sale Consideration, applicable EDC and IDC along with interest thereon including all other charges as described in this Agreement in the manner and in accordance with the time schedule provided in the Payment Plan (the "**Payment Plan**") and maintenance charges as per maintenance agreement to be signed prior to possession , and failure to pay these sums within the specified dates shall make buyer liable to pay interest@ 20% per annum compounded quarterly.
7. It is understood and agreed by the Buyer that making payment of sale consideration as aforesaid in accordance with the payment plan and due dates as per the call notices or otherwise together with applicable interest at the rate of 20% per annum compounded quarterly is the essence of this agreement. In the event, the buyer fails to make payment on due dates as aforesaid and is in default for a period exceeding three months, the company shall have unfettered right to cancel the allotment and forfeit earnest money equivalent to 20% of the sale consideration towards earnest money and also recover arrears on account of accrued interest, brokerage and any other expense or tax if so incurred and accordingly refund the balance to the buyer.

In case the sum paid by the Buyer fall short of company's claim, as aforesaid, then the company shall have the right to recover the balance from the Buyer upon or after the cancellation.

The Buyer understands the implications of the cancellation and agrees with the company that the Buyer shall have no claim, whatsoever, on the subject plot which shall stand resumed by the company and company shall have the right to deal with the subject property in the manner it thinks appropriate.

8. That the layout plan of the entire Residential Colony as drawn by the Company is tentative and is subject to change, if deemed necessary by the Company or required by the architects/engineers/professionals engaged for the purposes or if so required by the Punjab Government or any regulatory authorities, the Company may effect and make suitable alterations in the layout plan. Such alterations may include change in the area of the plot, Borough, number of Plot, location of the Plot being allotted to the Applicant(s). In regard to all such changes either at the instance of the regulatory authorities or otherwise, opinion of the Company's architects shall be final and binding on the Applicant(s). Further, if there is any increase/decrease in the area of the Plot or a Plot becomes preferentially located, the revised price and/or PLC shall be payable /adjustable at the original rate at which the plot has been booked for allotment. Further, the Company reserves the right to suitably amend the terms and conditions as specified herein.
9. That the prices given in the Schedule of Payment are exclusive of the External Development Charges (EDC) and Infrastructure Development Charges (IDC), pro-rated per Plot as applicable to this Project. The proportionate amount of EDC, IDC and all statutory and non-statutory charges levied by Punjab Government or any other governmental authority such as GMADA(Greater Mohali Area Development Authority), shall be over and above the sale price and shall payable by the

Applicant(s) for the Plot. The entire amount due and payable, except interest and security, cost of electric fittings, fixtures, geysers, electric and water meter etc., for the said Plot shall be treated as CONSIDERATION. In case of any upward revision thereof by the Government agencies/authorities in future is done and demanded, the same shall also be recovered from the Applicant(s) on pro-rata basis. If such charges are increased (including with retrospective effect) after the conveyance/ sale deed/ conveyance deed has been executed, then these charges shall be treated as unpaid consideration of the Plot and the Company shall have lien on the plot of the Applicant(s) for the recovery of such charges.

10. That the total Consideration mentioned in this application does not include the cost of electric fittings, fixtures, geysers, electric and water meter etc., which shall be installed by the Applicant(s) at his/her own cost, expenses and resources.
11. That the Plot applied for, along with the Project, shall be subject to Punjab Apartment Property Act PAPRA along with all other applicable acts and statutes..
12. That the Applicant(s) has seen and accepted the proposed layout, plans, designs, proposed specifications, location of the plot all of which have been duly finalized by the architects and consultants of the Company but are liable to be changed, altered, modified, revised, added, deleted, substituted or recast as per the directions of the competent authority. The Applicant(s) has, in token of his/her/its acceptance of various plans of the Colony signed this application and the Applicant(s) shall not raise any dispute/claim against the Company in this regard. However, in certain special circumstances, even after sanction of the lay out plans and the building plans of the Project, the Company may, at its discretion, change, alter, modify, revise, add, delete, substitute or recast the same. The Applicant(s) hereby gives his consent to all such variations, additions, alterations, recasting and modifications, as may be carried out by the Company, in future, to the lay out plans of the colony. However, in case of any major alteration/modification resulting in +10% (ten percent) change in the area of the Plot, the Company shall intimate to the Applicant(s) in writing such change, if any, in the price of the Plot to be paid by him/her/it and the Applicant(s) shall inform the Company, in writing, his/he/its consent or objections to such changes within 30 (thirty) days from the date of such notice failing which the Applicant(s) shall be deemed to have given his full consent to all the alterations/modifications. If the Applicant writes to the Company within 30 (thirty) days of intimation by the Company indicating his non-consent/objections to such alterations/modification, then the allotment shall be deemed to be cancelled and the Company shall refund the entire money received from the Applicant(s) without any interest. The Applicant confirms and agrees to pay increase in total sales consideration in case super area of the Plot is increased and the Company shall refund (without any interest) or adjust any refund which becomes due and payable to the Applicant(s) on account of reduction in the super area. It is agreed that the rate at which the booking is done shall be sole criteria of determining the payment/refund.
13. That the Company shall make all efforts to handover possession of the Plot within 36 (Thirty Six) months from the date of the execution of the Buyer's Agreement, subject to certain limitations as may be provided in the Buyer's Agreement and timely compliance of the provisions of the Buyer's Agreement by the Applicant(s). The Applicant agrees and understands that the Company shall be entitled to a grace period of 6 (Six) Months and above the period more particularly specified herein-above, for applying and obtaining necessary approvals in respect of the Project.
14. The Buyer shall take possession of the plot within 30 days from the date of issue of offer to take possession, failing which the Buyer undertakes and agrees to bear the holding charges @ Rs. 50/- per sq. mtr. per month and refurbishing charges @ Rs. 25/- per sq. mtr. for the first 12 (twelve) months of continued delay in taking possession of the Plot and after 12 months with an increase of 50% on holding charges and refurbishing charges for every further period of 12 months on the total area besides the applicable maintenance charges, for the entire period after expiry of 30 days during which the Buyer does not take delivery of physical possession of the plot. The purpose for imposition of this penalty is to ensure and secure the habitation in the township at the earliest which is the sole object of the Punjab Government for granting the license for development of the colony. It is hereby clarified that these holding charges and refurbishing charges shall be independent of all dues and charges specified hereunder. Where Buyer omits, fails, refuses and/or neglects to take possession of the said plot from the Company for any reasons whatsoever, the plot shall be held by the Company at the risk and cost of the Buyer.
15. In the event of the Buyer failing to take possession for any reasons whatsoever (including but not limited to any willful failure or refusal to take possession), the Buyer shall, for the purposes of maintenance etc., be deemed to have taken the possession of the plot upon expiry of 30 days of offer of possession by the Company and the Buyer agrees and undertakes to pay the maintenance charges or any other Taxes, leviable or applicable in relation to the plot to the maintenance agency appointed by the Company or to the statutory body as the case may be.
16. The Buyer agrees and undertakes to enter into and execute a separate agreement as prescribed by the company and as required under law, with the Company/Maintenance Agency (the "Maintenance Agreement") and sign other documents in relation to provision of Maintenance Services in the Residential Colony prior to the Buyer taking possession of the plot and shall deposit the Security Money for such maintenance as may be determined by the Company. The Maintenance Agreement may inter alia specify the Maintenance Services to be provided in relation to the plot and the residential colony and the applicable security deposit and Maintenance Charges payable by the Buyer in respect of the same. It is also agreed that

prior to taking over the possession of the said plot, the Buyer shall become Member of RWA or such association for the time being in force and shall also pay the requisite membership fee and subscription therefore.

17. Further, the Buyer undertakes to pay the Maintenance Charges in advance to the Company/Maintenance Agency as per bills raised by the Maintenance Agency on quarterly basis. The Buyer shall pay prior to taking over the possession of the plot interest-free maintenance security deposit as mentioned in the offer of possession. The Buyer agrees and undertakes that in case of non payment of maintenance charges upon demand, the Buyer shall be liable to pay the amount due along with interest @ 20% per annum compounded quarterly. The Buyer shall pay prior to taking over the possession of the plot the interest-free maintenance security deposit as mentioned in the offer of possession.
18. That the Applicant(s) undertakes that, upon allotment, he/she/they shall become the member of association/society of the allottee(s) of the Plots in the Colony, as may be formed by the Company on behalf of the said allottee(s), and shall pay the fees, subscription charges thereof and shall also complete such documentation and formalities, as may be required by the Company for this purpose, as and when the association is formed. The allotment of the Plot shall be subject to strict compliance of rules and regulations that may be made by the Company for occupation and use of the Plot more specifically set out in the Buyer's Agreement
19. That the Applicant(s) has specifically confirmed to the Company that the allotment of the Plot shall be subject to strict compliance of a code of conduct that may be determined by the said association/society/Company for occupation and use of the Plot and such other conditions as the said association/society/Company may deem fit from time, which may include but shall not be limited to usage of the Plot, operation hours of various maintenance services, general compliances for occupants of the Plot, regulation as to entry/exit of the visitors, invitees, guests, security, interiors fit-outs, etc. It is abundantly clarified that the code of conduct, as may be specified by the said association/society/Company is always subject to change by the said association/society/Company.
20. That it is made abundantly clear that in respect of all remittances related to acquisition/transfer of the Plot, it shall be the sole responsibility of Non Resident/Foreign National of Indian Origin to comply with the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals, etc., which would enable the Company to fulfill its obligations under the Buyer's Agreement. Any refund, transfer of security, if provided in terms of the Buyer's Agreement, shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. In the event of any failure on the Applicant's part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she/they shall be solely liable for any action that may be taken by the competent authorities in this regard. The Company accepts no responsibility in this regard and the Applicant(s) shall keep the Company fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Applicant(s), subsequent to the signing of this application for EOI, it shall be the sole responsibility of the Applicant(s) to intimate the same in writing to the company immediately and comply with all the necessary formalities, if any, under the applicable laws.
21. That the Applicant(s) shall use and occupy the Plot for either residential purposes / commercial purposes as specified and in such manner and mode as may be provided in the Buyer's Agreement as per applicable laws.
22. That the provisional allotment of the Plot as well as the allotment thereafter of the Plot shall be subject to force majeure clause which, inter alia, includes delay on account of non-availability of the steel and/or cement and/or other building materials, 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 reasons of war, enemy action, earthquake or any act of God. If there is any delay in the delivery of possession of the Plot or the Company is unable to deliver possession of the Plot due to a Force Majeure event or due to any notice, order, rule or notification of the Central or State Government and/or any other public or competent authority or for any other reason beyond the control of the Company, shall be entitled to a reasonable extension of the time for delivery of possession of the Plot. The Applicant(s) understands and acknowledges that if due to any force majeure conditions, the whole or part of the Project is abandoned or abnormally delayed, the Applicant(s) shall not be entitled to prefer any claim whatsoever except that the Company shall on demand refund the Applicant's money with simple interest at the rate of 9% p.a. from the date of occurrence of such force majeure conditions.
23. That in case of joint Applicant(s), all communication shall be sent to the Applicant(s), whose name appears first and all the addresses given by him and the same shall, for the purposes, be considered as served on all the applicants and no separate communication shall be necessary to the other named Applicant(s).
24. That it is specifically understood by the Applicant(s) that this is merely an application for provisional allotment of a Plot in the Project- "Golf Links II" and the Company may, at its sole discretion, decide to allot or not to allot any or all Plots to the Applicant(s) or anybody or altogether decide to put, at abeyance, the Project- "Golf Links II Mohali" itself for which the Applicant(s) shall not raise any dispute or claim any right, title or interest on the acceptance of this proposal and receipt of initial token money being received by the Company with the Applicant(s). Further, this provisional and/or final allotment of

the Plot is entirely at the discretion of the Company and the Company has every right to reject any provisional and/or final allotment without assigning any reason.

- 25. That it is expressly agreed and understood by the Applicant(s) that the terms and conditions stipulated herein shall be in addition to the terms and conditions of the Buyer's Agreement. However, in case of any contradiction between the terms and conditions stipulated herein and terms and conditions specified in the Buyer's Agreement, the terms and conditions stipulated and specified in the Buyer's Agreement shall supersede the terms and conditions as set out herein
- 26. That all taxes and statutory levies presently payable in relation to Land comprised in Project- "Golf Links II Mohali " have been included in the price of the Plot. However, in the event of any further increase and/or any fresh tax, service tax, charge, cess, duty or levy by the Government or any other statutory authority, the same shall be payable by the Allottee(s) on pro-rata basis. Any charges on account of external electrification as demanded by power distributing company from the date on which it is made effective by any competent authority shall also be payable by the Applicant(s).
- 27. That 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) to the Company.
- 28. That upon completion of development of the Plot and receipt of full consideration and other charges, due and payable by the Applicant(s), a sale deed/conveyance deed shall be executed in favour of the Applicant(s) on the draft prescribed by the Company. All expenses being incurred towards Stamp Duty, Registration Fee, Legal Miscellaneous Charges and other charges, if any, on account of execution and registration of conveyance deed/ sale deed shall be borne and paid by the Applicant(s). Further, the Applicant(s) has understood and has specifically acknowledged that the Company may finally allot/sell/convey the ownership of the Plot by way of any other mode of sale/conveyance including but not limited to allotment/purchase of shares of ownership of the Plot to the Applicant(s). The Applicant specifically undertakes to inform the Company in writing his/her consent and/or objections, if any, to such other mode of sale/conveyance within a period of 30 (thirty) days from the date of such intimation by the Company failing which the Applicant's consent shall be deemed to have given to the Company to such other mode of sale/conveyance and the Applicant(s) shall execute such other documents, agreements, deeds, paper etc. as the Company may deem fit in its sole discretion and shall raise no claim/dispute in this regard. However, in the event, the Applicant objects to such other mode of conveyance, the Company may, within the above said period of 30 (thirty) days from the date of intimation, the Applicant specifically undertakes to take refund of the entire amount (excluding interest and taxes etc.) paid by the Applicant(s) to the Company till such date and the payment of such amount by the Company shall leave the Applicant(s) without any right, title and interest in the Plot applied herein and Applicant(s) shall not raise and dispute/claim in this regard.
- 29. That the allotment of the Plot is at the discretion of the Company and the Company has a right to reject the application without assigning any reason. In the event the Company decides to reject the application for allotment of Plot, the Company shall not be obliged to give any reason for such rejection and any such decision of the Company rejecting the application for provisional allotment of a Plot shall be final and binding.
- 30. That the Hon'ble High Court of Punjab & Haryana at Chandigarh and the subordinate thereof shall have the exclusive jurisdiction to entertain, try and dispose all matters/ disputes arising out of and/or concerning this transaction.
- 31. That the general/broad terms and conditions as mentioned above are only illustrative and not exhaustive for the purpose of final allotment or varied at any time by the Company.

I/We, the applicant(s) herein do hereby declare that the above terms and conditions have been read and understood by me/us and the same are acceptable to me/us. I/We the applicant(s) herein unequivocally agree, affirm and undertake to abide by the terms and conditions as mentioned herein and to be stipulated in the Buyer's Agreement.

(i) .....  
(Sole /First Applicant)

(ii) .....  
(Second Applicant)

(iii) .....  
(Third Applicant)

Place:.....

Dated: .....