

J.N. BSA SHARANAM REALTORS LLP

Suite No. 118, First Floor, 23B Netaji Subhas Road,
Kolkata 700001

Sub: **Application for provisional booking of Unit No. _____ on the _____ floor in the project "ARVINTH HOMES" being developed by you at Malipara, Bhrmhapur, opposite of Dasani Studio Kolkata-700154**

Dear Sirs,

I/We am/are desirous of acquiring the aforesaid Unit in Block-A/B at your proposed project 'ARVINTH HOMES' which is being developed by you as Developer appointed by Ajay Gupta and Sunita Gupta are Land Owners under a Development Agreement. I/We have seen the plans, drawings and specifications in respect of the Unit and the Project and have been provided a copy of the Terms and Conditions for allotment and transfer of Unit in the said project and after having studied, read and understood the contents and purport thereof, I/We wish to register myself / ourselves for due consideration for allotment of a Unit in the said project.

My/our personal details are morefully mentioned in Annexure I hereto which is true to the best of my/our knowledge and nothing relevant has been concealed or suppressed. I/We also undertake to inform you of any future changes, related to the information and details mentioned in this Application. Any information provided by me/us or anything arising out of this application may be used and utilized by you, without any claim or objection by me/us.

I/We do hereby solemnly further agree, accept and declare as follows:-

1. That I/we am/are fully aware of the Description of the Unit on a provisional basis and the Terms and Conditions applicable to the application, allotment and transfer of the Unit to me/us (enclosed as Annexure II hereto) and do hereby accept the same and agree to abide by the same.
2. That I/we do hereby accept and agree to abide by any other terms and conditions as may be prescribed by you in future. I/We further agree to sign and execute the necessary documents as and when desired by you.
3. That this application is only a request by me/us for allotment of the Unit and does not create any right whatsoever or howsoever in my/our favour. You shall be free, in your discretion, not to accept this application and/or to reject any application without assigning any reason whatsoever or howsoever to me/us. In such event, the Application Money paid by me/us will be refunded by you without any other liability towards costs/damage/interest etc.
4. That I/We agree that in the event you decide to allot Unit in the project, I/We shall pay the sale price, extras and deposits and other applicable charges as per the payment plans and installments as mentioned in Annexure II hereto or as may be worked out by you which, if different from Annexure II hereto, shall be verified and satisfied by me before the signing of agreement for sale. Once the agreement is signed, the same shall supercede this application and all terms and conditions hereof.
5. The Application Money being tendered along with this form shall, in case of my/our application resulting in allotment of Unit to me/us, form part of the total amount payable by me/us at the time of agreement. In case upon allotment by you, I/We fail to make payment in terms of the installments as mentioned in Annexure II or to enter upon agreement for sale or commit breach of any Terms and Conditions, the allotment shall stand cancelled and the Application Money paid by me hereunder shall stand forfeited by you.
6. All taxes, levies and imposition arising out of the transaction shall also be payable by me/us.
7. Unless an agreement is executed in writing, I/we shall not be entitled to and hereby agree not to set up any oral agreement or any contract whatsoever or howsoever on the basis of this application or allotment in pursuance thereof or otherwise.

I/We enclose herewith Cash/Cheque No. _____ dated _____ drawn on _____ for _____ in favour of _____ towards Application money.

I/We would be pleased if our application results in a successful allotment in our favour.

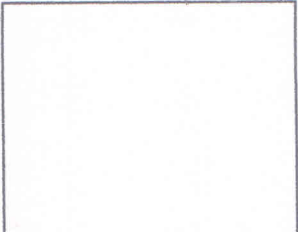

Place:

Date:

(Signature of Sole/Primary applicant)

(Signature of Joint applicant)

ANNEXURE - I

Sl. No.	Particulars	<u>Sole/Primary Applicant</u>	<u>Joint Applicant</u>
1.	Full Name – Mr./Ms./Messrs.	: _____	: _____
7.1	Status	: <input type="checkbox"/> Individual <input type="checkbox"/> Private Limited Company <input type="checkbox"/> HUF <input type="checkbox"/> Limited Company <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Trust <input type="checkbox"/> Others	: <input type="checkbox"/> Individual <input type="checkbox"/> Private Limited Company <input type="checkbox"/> HUF <input type="checkbox"/> Limited Company <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Trust <input type="checkbox"/> Others
1.1	In case of person other than individuals - name of Director/ Partners/ Karta/ Trustees	: _____	: _____
2.	Name of Father /Husband/ Guardian of Individuals/Directors/Partners/Karta/Trustees	: _____	: _____
3.	PAN NO.	: _____	: _____
4.	Occupation (for individuals only)	: _____	: _____
5.	Address/Registered Office	: _____	: _____
6.	Date of Birth/Incorporation	: _____	: _____
7.	Nationality	: <input type="checkbox"/> Indian <input type="checkbox"/> NRI <input type="checkbox"/> Person of Indian Origin <input type="checkbox"/> Indian Entity <input type="checkbox"/> Others	: <input type="checkbox"/> Indian <input type="checkbox"/> NRI <input type="checkbox"/> Person of Indian Origin <input type="checkbox"/> Indian Entity <input type="checkbox"/> Others
8.	Phones	: _____ Fax : _____	: _____ Fax : _____
9.	Email	: _____	: _____
10.	GIR/PIO/OCI Number	: _____	: _____
11.	Photograph of Applicant(s)/ Director/ Partners/ Karta/ Trustees		

- Note:**
- In case of Guardian, the exact relationship and supporting evidence may kindly be furnished.
 - In case there are more than two applicants, prior consent of owner is necessary and subject to such consent, all the details of the third applicant above may be submitted separately.
 - In case of applicant not being an Individual or HUF, certified True Copy of the Memorandum and Articles of Association/Partnership Deed/Trust Deed/Constitution Deed/Board Resolution may kindly be annexed.

Additional Information for Non-Resident Indian/Persons of Indian Origin Applicant(s):

<u>Sl. No.</u>	<u>Particulars</u>	<u>For Sole/Primary Applicant</u>	<u>For Joint Applicant</u>
1.	Native place in India	_____	_____
2.	State	_____	_____
3.	District	_____	_____
4.	Passport	<input type="checkbox"/> Indian <input type="checkbox"/> Foreign	<input type="checkbox"/> Indian <input type="checkbox"/> Foreign
5.	Passport No.	_____	_____
6.	Place of issue	_____	_____
7.	Date of Issue	_____	_____
8.	Date of Expiry	_____	_____
9.	Country of residence	_____	_____
10.	Contact person in India for 1 st Applicant		
	(a) Name	_____	
	(b) Address for correspondence	_____	

		Pin Code _____	
		Phone: _____	Fax: _____
11.	(a) NRO Account No.	_____	_____
	(b) Name of Bank & Branch	_____	_____
12.	(a) NRE Account No.	_____	_____
	(b) Name of Bank & Branch	_____	_____
13.	(a) FCNR Account No.	_____	_____
	(b) Name of Bank & Branch	_____	_____

- Note:**
1. Kindly annex a photocopy of the first four and last four pages of the passport of each applicant.
 2. In case there are more than two applicants, prior consent of owner is necessary and subject to such consent, all the details of the third applicant as above may be submitted separately.

 (Signature of Sole/Primary applicant)

 (Signature of Joint applicant)

ANNEXURE – II
PART-I

Description of Unit being applied for

SN	Particulars		
1.	a) Unit No. -	b) Floor -	c) No. of bedrooms -
	d) Built-up area -	e) Super Built-up Area -	
2.	Type of Car Parking Space preferred with quantum of parking spaces required (e.g. 1, 2, 3...)	<input type="checkbox"/> Covered Car Parking _____	<input type="checkbox"/> Open Car Parking _____
3.	Two Wheeler	<input type="checkbox"/> Parking _____	

(Note: Parking right with identified space will be allotted at the time of delivery of possession of the Flat)

PART-II

Price and Payment Plan

1. Price:

- Unit	:	Rs. _____	(Rate/Sqft @ Rs. _____)
- PLC	:	Rs. _____	(Rate/Sqft @ Rs. _____)
- Right of Car Parking	:	Rs. _____	
- Right of Two Wheeler Parking	:	Rs. _____	
- Extra Charges	:	Rs. _____	
Total	:	Rs. _____	

2. Mode of Payment : Down Payment Installment

3. In case of Installment the following payment schedule for the price shall be followed.

Application / Booking Amount	Rs. 1 Lac	Completion of Third floor casting	10%
Allotment (including Application Amount)	20%	Completion of fourth floor casting	10%
Completion of Foundation Work of the Designated Block	10%	Completion of Brick Work of the respective Unit	10%
Completion of Ground floor casting	10%	Completion of internal flooring of the respective Unit	5%
Completion of First floor casting	10%	On Possession	5%
Completion of Second floor casting	10%		

2. CERTAIN EXTRAS AND DEPOSITS PAYABLE BY APPLICANT(S)

- a) Applicant's share of costs and expenses for Electric connection to the said Building and for payments made to WBSEDCL Limited for providing LT Line, expenses for cabling, ancillary equipment, processing charges for individual meter of Applicant-Rs. ___/- sq.feet (super built-up area);
- b) Association Formation Charge- Rs (As per actual)/Unit;
- c) Interest Free Maintenance Deposit -Rs (As per actual)/Sq.Ft (super built-up area);
- d) Lawyer Fees- Rs.14/- Sq. Feet (super built-up area) (payable 50% at the time of agreement & rest at the time of possession);
- e) DG Charge- Rs (As per actual)/-sq.feet(super built-up area);
- g) Proportionate share of the costs, charges and expenses for obtaining electricity to the Project;
- h) Sinking / Reserve Fund Deposit- Rs(As per actual)/- sq.feet (super built-up area);
- i) Service Tax, Vat, GST, Stamp Duty, Registration fees and any applicable tax, cess, imposition or levy - as per actual;
- j) Municipal Tax Deposit refundable to the Applicant on separate assessment of the Unit by the municipal authority or adjusted against any other dues of the Applicant at the material time to be at Actual;
- k) Security Deposit and the expenses as may be required by WBSEDCL Limited or other electricity provider for individual meter in respect of the Unit directly with WBSEDCL Limited or other provider and proportionate share of the security deposit in respect of the common meters in respect of the Common Areas and Installations;

PART-III**GENERAL TERMS AND CONDITIONS:**

The terms and conditions given below shall apply only till execution of the Unit Buyers Agreement whereupon such Agreement shall supersede all the terms and conditions mentioned hereinafter.

1. The allotment of any Flat / Unit to any eligible applicant shall be at the sole discretion of **J.N. BSA Sharanam Realtors LLP** (hereinafter referred to as "**BSA Sharanam**") and **BSA Sharanam** may accept or reject any application without assigning any reason therefor. The Applicant agrees that in the event of non acceptance/ rejection of the Application by **BSA Sharanam**, the application amount only will be refunded without any interest, cost, damage etc., and without any other liability or obligation upon **BSA Sharanam**. The liability of **BSA Sharanam** under or arising out of any application shall not exceed, under any circumstance, the amount of application money, if so refundable to the applicant in terms of the application.
2. An individual i.e. a person of the age of majority or a minor represented by legal or natural guardian, whether an Indian Citizen or a person of Indian Origin resident in India or abroad can apply. Also any entity i.e. body corporate incorporated in India or partnership or LLP or HUF or any other association of person recognized as a legal entity in India can apply.
3. Applications from intending applicant (s) other than Indian citizens domiciled in India shall be accepted only subject to and after fulfillment of all necessary formalities in this regard as per the applicable laws and rules of The Reserve Bank of India and others concerned. The applicant(s) shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act 1999 (FEMA) and The Foreign Exchange Management (application and Transfer of Immoveable Property in India) Regulations, 2000 and all/or other statutory provisions as laid down and notified by the Government, Reserve Bank of India or concerned Statutory Authorities from time to time. The applicant understand and agree that in the event of any failure on his/her part to comply with the prevailing exchange control guidelines issued by The Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The applicant shall keep **BSA Sharanam** fully indemnified and harmless in this regard. **BSA Sharanam** accepts no responsibilities in this regard. Any refund to them shall be made in Indian Rupees and in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law.
4. The Applicant certifies and affirms that any payment made to the **BSA Sharanam** has not been received whether in part or in full, in violation of any laws of the country of his citizenship or domicile or residence (temporary or permanent) or any other country , including but not limited to being receipt of bribes, kickbacks, political contributions, or other prohibited funds or payments and in the event of a breach of this certification/affirmation, **BSA Sharanam** may suffer damage to its reputation and loss of business which is incapable of accurate estimation and the Applicant agrees to defend, indemnify and hold harmless **BSA Sharanam** from all claims, demands, causes of action, damages, losses, fines, penalties or costs, including attorney's fees, that **BSA Sharanam** may suffer by reason of any mis-representation, breach or violation of the condition certified and affirmed by the Applicant as above.
5. The duly completed Application and Application Money has to be submitted at the Registered office of _____ at _____ or at any other place as may be hereafter intimated by **BSA Sharanam**. Only fully completed applications accompanied with payment of application money shall be considered as confirmation of the intent of the applicant(s) to opt for purchase of Flat / Unit at '**ARVINTH HOMES**'. Application remaining incomplete or deficient in any respect and/or not accompanied by the required remittance and/or relevant documentary evidence will be liable to be rejected. Applications containing information known to the applicant(s) as false are liable to be summarily rejected and allotment shall stand cancelled whenever such defect is detected at any point of time even if allotment has been made.
6. Even after allotment, if it is found at any time from the documents or information submitted or obtained subsequently that the applicant(s) is not eligible for allotment of Flat / Unit for any reason or for any other reasons **BSA Sharanam** shall be free to cancel the allotment unilaterally without prejudice to any other rights of **BSA Sharanam**.
7. In case there is joint applicant, all communications and correspondence shall be made to the primary/first applicant and at the address given by the Primary/First applicant and no separate communication shall be necessary to the other named who shall be deemed to have full knowledge thereof. Any change of address will have to be notified in writing to the office of **BSA Sharanam**.
8. The Allottee shall not have any right to transfer, assign or nominate any other person for a period of one year from allotment to him, without the prior written consent of the **BSA Sharanam**. The allottee(s) opting for payment under Installment Payment Plan shall not be normally eligible to alienate and/or transfer their interests in the allotted Flat / Unit in full or in part until full payment of all installments and interests thereon, if any, is made to **BSA Sharanam** except in deserving cases, solely at the discretion of **BSA Sharanam**. In all such deserving cases, transfer or alienation shall be permitted and recognized by **BSA Sharanam** only upon payment of a transfer fee @3% of the Total Consideration at which the flat is purchased by the nominee or transferee or the total sale consideration including for car parking, whichever be higher, together with all or any tax applicable therein or on account thereof and imposed upon or payable by **BSA Sharanam**. The Applicant shall be solely responsible and liable for any legal, monetary and any other consequences that may arise from such nominations.

9. Withdrawal - In case the Applicants withdraw application money at any time before the issue of provisional allotment letter and is not in default of its obligations under the Application or the Terms and conditions he shall be entitled to get refund of the application money without any interest and after deduction of a fixed service charge of Rs.____.00 (Rupees _____) only.
10. In case of cancellation of agreement before issuance of possession letter due to any delay or default of the Applicant, all amounts paid by the allottee will be refunded without any interest, after deduction of a fixed service charge of 5% of the total sale price of the Flat / Unit and the car parking space and the interest accrued on the due amount. Brokerage, Advocate Fees, Statutory Tax & Levies already paid on the unit will be non refundable. In case of cancellation, the allottee shall have no right and/or lieu on the Flat / Unit
11. Receipt for application money shall be subject to encashment of cheque. In case of cheque payment- Non encashment of cheque due to any reason shall result in automatic cancellation of the application and will attract a charge of Rs.____/- per cheque dishonor.
12. The Applicant(s) has accepted the plans layout, designs and specifications for the project. The Applicant(s) agree/s that **BSA Sharanam** may effect such variations additions alterations deletions and modifications therein as it may, in its sole discretion, deem appropriate, fit or necessary and the Applicant(s) hereby give its consent to such variation / addition / alteration/ deletion and modification. The price and other amounts payable by the Applicant(s) shall be varied pro-rata in case of any variation in the area of the allotted Unit. The allottee(s) shall use the Flat / Unit only for the purpose for which it is sanctioned.
13. Limited number of Car parking facility and Two Wheeler Parking facility (both open and covered) have been provided in the Building complex. Each allotted parking space will entitle the applicant the right to park only one vehicle of the description allotted. In case the Applicant has been allotted the right to park a motor car, the same cannot be used to park a two-wheeler and vice versa. The right to use the parking space under no circumstances is separately transferable. This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided. Un-allotted parking space, if any shall continue to remain the property and in possession of **BSA Sharanam**.
14. **BSA Sharanam** shall, in its sole discretion, be entitled not to entertain any request for modification in the internal layout of the Unit and any alteration, if agreed to be done shall be against separate costs and expenses payable by the Applicant in advance.
15. The applicant agree(s) 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 (ies) refuses, delays, withholds, denies the grant of necessary approvals for the said apartment/said building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent court or due to force majeure conditions, **BSA Sharanam**, after provisional and/ or allotment, is unable to deliver the apartment / parking space(s) to the Applicant(s) for his/their occupation and use, then the applicant agrees that **BSA Sharanam** 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.
16. The applicant(s) shall pay the price of the Unit to **BSA Sharanam** in accordance with the payment plan forming part of the application. In addition to the same, the applicant(s) shall also pay all Extras And Deposits as mentioned in Schedule as annexed hereto unless varied in the Agreement for sale. All payments shall be made by demand drafts / cheques drawn upon and payable at Kolkata only. Demand Draft charges will be borne by the Applicant(s).
17. The Applicant hereby agrees that the **BSA Sharanam** may raise finance/loan from any financial institution/ bank by way of mortgage/ charge/securitization of receivables of his/her apartment subject to the apartment being free from any encumbrances at the time of execution of sale deed. **BSA Sharanam** / financial institution/ bank shall always have the first lien / charge on the said apartment for all its dues and other sums payable by the applicant or in respect of the loan granted for the purpose of the construction of the said building complex. In case of applicants who have opted for long term payment plan arrangement with any financial institutions/ banks, the conveyance of the apartment in favour of the applicant shall be executed only upon the **BSA Sharanam** receiving no objection certificate from such financial institutions/ banks.
18. All payments mentioned herein and in the proposed agreement for sale (in case of successful allotment in pursuance hereof), shall be made to the Owner within the due date for the same and any delay in payment shall attract interest @18% per annum on such due amount without prejudice to the other rights and remedies of the Owner.
19. If the delay in any payment by the Applicant extends beyond 60 days from the due date thereof, the Owner may at its sole discretion cancel or terminate this Application/Agreement (as the case may be).
20. All taxes, levies, imposition, stamp duties, registration fees, service tax, allied expenses, etc. on the entire transaction including on the application and all agreements, sale deed or deeds and other documents to be executed and/or registered in pursuance of a confirmed allotment shall be borne and paid by the Applicant(s). The TDS shall be deducted by the Allottee on the consideration payable to the Owner and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Owner shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.

21. Except the designated Unit applied for by the applicant and parking facility (if applied by the applicant) the applicant shall have no right title and interest in the other areas and portions of the project.
22. The application of the payee shall automatically stand withdrawn/ cancelled in case of non-execution of the agreement for sale within 30 days from the date of the receipt owing to any delay on the Applicant(s) part.
23. Unless a conveyance deed is executed and registered, **BSA Sharanam** shall for all intents and purposes continue to be the owner of the Plot / Flat / Unit and this application shall not give to the applicant any right or title or interest therein.
24. The details proposed in the website or discussed with the applicant and any document or information pertaining thereto are subject to changes at the sole discretion of the **BSA Sharanam** and in case the applicant does not accept the same, the booking and allotment shall be forthwith cancelled and the application money refunded to the applicant without any interest.
25. All correspondence will be made with the applicant/s at the address noted in their application forms. Any change of address will have to be notified in writing to the office of the **BSA Sharanam**.
26. The applicant(s) shall be liable and responsible for any consequence arising from any false or misleading representations and informations. In case of application made by entities, the representative or persons responsible for the management of the same (including Director, Partner, Trustee, Manager, Karta etc., as applicable) shall be responsible.
27. **BSA Sharanam** reserves the right to transfer ownership of the said **ARVINTH HOMES** in whole or in parts to any other entity such as partnership firm, body corporate whether incorporated or not, association or agency by way of sale/ disposal/ or any other arrangement as may be decided by the company in its sole discretion and without any intimation, written or otherwise to the applicant and the Applicant agrees that he/she shall not raise any objection in this regard.
28. The Applicant(s) shall sign all the pages of this application in token of his/her acceptance of the same
29. Courts having territorial jurisdiction alone shall have jurisdiction to entertain or try any dispute arising out of this application.

(Signature of Sole/Primary applicant)

(Signature of Joint applicant)