

Ref.No. _____/Allotment/ _____
2022

Sub : Provisional Allotment of Unit No. _____ on the _____ floor having a Carpet area being _____ sq. ft. in the project “ _____ ” being developed at 126, Rama Krishna Sarani, Kolkata - _____ with _____ Open/Covered/Basement car park and _____ Two-wheeler Parking Facility. (hereinafter collectively referred to as “Apartment”)

Dear Sir,

Please refer to the application for allotment of the aforesaid Apartment made by you on _____.

We are pleased to provisionally allot you the Apartment on and subject to the Terms and Conditions as contained in and annexed to the Application Form. The consideration for transfer of the Apartment shall be Rs. _____ payable by you as per the Payment Schedule for the price mentioned in Appendix I of the said Application Form.

Kindly send the payment of the Booking Amount equivalent to Rs. _____ (less the application money already paid by you) within 15 days from the date of receiving this letter.

Please note that you shall forthwith be bound to observe, fulfil and perform all Terms and Conditions contained in and annexed to the Application Form submitted by you in the manner and within the time period stipulated therefor.

We will be happy welcome you to the family of _____.

Thanking you,
Yours truly,

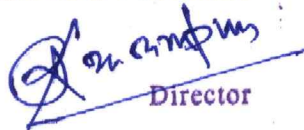
For _____
CONFIRMED

ACCEPTED AND

Authorized Signatory

(Signature of the Applicant)

TOP PROJECTS PVT. LTD.


Director



APPLICATION FORM

APPLICATION NO.....

NAME.....

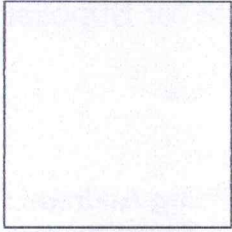
TOWER NO.....

FLAT NO.: FLOOR.....



TOP PROJECTS PVT. LTD.

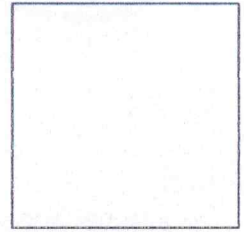
[Handwritten Signature]
Director



Sole Applicant

TOP PROJECTS PVT. LTD.

[Handwritten Signature]
Director
[Circular Stamp]



Joint Applicant

1. Sole/ First Applicant Details :

Name : Mr. / Mrs. / Ms

Son/ Daughter/ Wife of

Date of Birth..... Date of Anniversary

Occupation Organization Designation.....

Phone Nos. (M) (R) E-mail

Nationality Resident/ NRI/ OCI/ PIO.....

PAN/ GIR No Passport / Voters ID No.....

CIN DIN GSTIN

Aadhaar No OCI / PIO No

Permanent Address

City State PIN

P.O P.S Country

Correspondence Address

City State PIN

P.O P.S Country

Contact Person..... Contact No

2. Joint Applicant Details

Name : Mr. / Mrs. / Ms

Son/ Daughter / Wife of Relation to the First Applicant.....

Date of Birth..... Date of Anniversary

Occupation Organization Designation.....

Phone Nos. (M) (R) E-mail

Nationality Resident/ NRI/ OCI/ PIO.....

PAN/ GIR No Passport / Voters ID No.....

CIN DIN GSTIN

Aadhaar No OCI / PIO No

Permanent Address

City State PIN

P.O P.S Country

Correspondence Address

City State PIN

P.O P.S Country

Contact Person..... Contact No

3. Unit applied for :..... Block Floor.....
4. Carpet Area Balcony Area Area for Common Area Maintenance (CAM).....
5. Car Parking Type No. of Parking applied for..... Two Wheelers Parking No. of Parking applied for.....
6. Unit Price* Rs Parking Cost: - Annual Maintenance Charges

Unit Price (in words) :.....

7. OTHER CHARGES AND DEPOSITS*:

7.1 Other Charges:

- a. Proportionate Electricity Cost - Rs
- b. Proportionate Generator Costs – Rs.....
- c. Documentation Charges – Rs.....

7.2 Deposits:

- d. Interest Free Maintenance Deposit Rs

7.3 Total of Other Charges and Deposits (7.1 and 7.2): Rs.

7.4 Others (as per para 12 of General Terms and Conditions)

8. Bank A/c Details : Name of Bank:

Branch : A/c Type: Account No. :

MICR Code : IFSC Code:

9. Source of Booking : Direct: Channel Partner : Reg No. :

10. Booking Amount : Rs..... Ch. No..... Date Drawn on.....

10.1 Payment Plan (As per **Appendix 1** to the Application)

11. Loan Required : Yes No.

If yes, please mention preferred Financial Institution

12. How did you come to know about Bally Sky High:

- | | | | |
|-----------------|--------------------------|---------------|--------------------------|
| Newspaper | <input type="checkbox"/> | Magazine | <input type="checkbox"/> |
| TV Channel | <input type="checkbox"/> | Radio Channel | <input type="checkbox"/> |
| Other Reference | <input type="checkbox"/> | | |

13. The applicant agrees and confirms that the Applicant is subject to the General Terms and Conditions forming part of the application.

* GST AND OTHER TAXES ARE EXTRAS AS APPLICABLE.

1 Signature of
First Applicant

○

2 Signature of
Second Applicant

○

Place

Date

Place

Date

GENERAL TERMS AND CONDITIONS

1. This Application is only a request by the Applicant for allotment of the Unit and does not create any right whatsoever or howsoever in favour of the Applicant. The allotment of any Flat / Unit to any eligible Applicant shall be at the sole discretion of the Promoter, Top Projects Private Limited, (hereinafter referred to as “**Promoter**”) and the Promoter may accept or reject an Application without assigning any reason for the same.
2. An individual, i.e., a person of the age of majority, or a minor represented by a legal or natural guardian, whether an Indian Citizen or a Person of Indian Origin resident in India or abroad, can apply. Additionally, any entity i.e., a body corporate incorporated in India or a partnership or an LLP or an HUF or any other association of persons recognized as a legal entity in India can also apply.
3. The personal details as per the particulars which are morefully mentioned in the Application Form above are true to the best of knowledge of the Applicant and it shall be presumed that nothing relevant has been concealed or suppressed. The Applicant is aware and agrees that any information provided by the Applicant may be utilized by the Promoter without any claim or objection by the Applicant.
4. In case there are Joint Applicants, all communications and correspondences shall be made to the Primary/First Applicant and at the address given by the Primary/First applicant and no separate communications shall be necessary to the othernamed who shall be deemed to have full knowledge thereof. Any change of address will have to be notified in writing to the registered office at _____.
5. Applications from intending Applicant(s) other than Indian citizens or entities domiciled/incorporated in India shall be accepted subject to and only 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 other statutory provisions as laid down and notified by the Government of India, Reserve Bank of India and other concerned statutory authorities from time to time. Any refund made to them shall be made in Indian Rupees and in accordance with the provisions of the 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 laws.
6. The complete Application Form shall be duly signed by Applicant(s) and submitted together with the Cheque/Demand Draft/Pay Order/Authorized Electronic transfer in favour of the Promoter at _____ or at any other place as may be hereafter intimated by Promoter payable at par for the amount of Application Money.
7. Before making the Application, the Applicant has seen the Site, the building plans, the drawings and the specifications in respect of the Unit and the Project and has been

provided a copy of the formats of the proposed Agreement for Sale (hereinafter referred to as “**Agreement**”) as well as the Sale Deed for transfer and after having carefully studied, read and understood the same and on being agreeable thereto, the Applicant shall be deemed to have made the Application for allotment of the Unit in the said Project.

8. Any Application shall automatically stand withdrawn/cancelled by the Applicant in case of non-execution of the Agreement within 30 days from the date of the Application or the Application remaining incomplete or deficient in any respect and/or not accompanied by the required remittance and/or the relevant documentary evidence. However, the Promoter may, at the written request of the Applicant, extend the validity of the Application by such period and on such terms and conditions as it may, at its sole discretion, decide.
9. The Applicant agrees that in the event of non-acceptance/rejection/cancellation of the Application by the Promoter without any provisional allotment made in favour of the Applicant, the portion of booking amount paid by the Applicant will be refunded without any interest, cost, damage or any other liability or obligation upon the Promoter. The Joint Applicant(s) agree that they shall have no objections to transfer/refund money in the Bank Account details provided by the Applicant(s) in this Application.
10. In the event the Promoter decides to allot a Unit in the Project, such allotment shall only be provisional. Such provisional allotment shall not create any legally binding or contractual obligation with the allottee nor confer any enforceable right in favour of the allottee. The provisional allotment shall be subject to these Terms and Conditions. The Applicant shall be bound to (a) pay the booking amount and other applicable amounts and (b) observe, fulfil and perform all Terms and Conditions contained herein in the manner and within the time stipulated therefor which shall all be of essence for execution of the Agreement. In case of failure of any compliances by the Applicant, the same will automatically result in cancellation of such provisional allotment. In the event of any such cancellation, the portion of booking amount paid by the Applicant will be refunded to the Applicant without any interest, cost, damage etc., after deduction of 10% of the Unit Price and without any other liability or obligation upon the Promoter.
11. Moreover, until execution of the Agreement, the provisional allotment if made in favour of the Applicant may be cancelled by the Promoter at its discretion, without it being required to assign any reason whatsoever or howsoever therefor. In the event of any such cancellation, the portion of booking amount paid by the Applicant will be refunded to the Applicant without any interest, cost, damage or other liability or obligation upon the Promoter.
12. In addition to the Price for the Designated Apartment (including Goods and Service Tax) and Other Costs and Deposits, the Applicant shall be required to bear and pay the following amounts: -
 - a. Goods and Service Tax and any other tax, levy, cess by any name called (including S.T.C., Works Contract Tax, duties, levies and all other tax and imposition levied by the State Government, Central Government or any other

- authority or body from time to time) that may be applicable and/or imposed in future and such taxes at the applicable rates.
- b. Fees and expenses, if any, payable to the any authority towards Sale or Transfer Permission fees.
 - c. Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaken due to any subsequent legislation/government order/directives/guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and firefighting equipment in the Common Areas only as prescribed in the existing firefighting code/ regulations.
 - d. Security Deposit and other expenses as may be required by the CESC Limited or any other electricity provider for individual meter in respect of the Designated Apartment directly with the CESC Limited or such other provider and proportionate share of the Security Deposit in respect of the common meter/s in respect of the Common Areas.
 - e. Stamp Duty and Registration Charges and all other applicable charges in respect of the Agreement and/or any future contracts in pursuance hereof and the Sale Deed to be executed in favour of the Allottee.
 - f. Fixed miscellaneous charges for each instance of registration of this Agreement and/or any other contract and/or Sale Deeds.
 - g. Mutation Charges (post registration of Sale Deed) as may be prescribed by the Promoter.
13. The Applicant agrees to pay the installment of the Price for the Designated Apartment (including Goods and Service Tax) and Other Costs and Deposits and all other dues within the due dates to be mentioned in the Agreement. On any failure in payment by the Applicant(s), without prejudice to the right of the Promoter to cancel and/or terminate the agreement, the Applicant(s) shall be liable to pay interest at the rate specified in the West Bengal Real Estate (Regulation and Development) Rules, 2021 to the Promoter on any amounts remaining due and payable by the Applicant(s) for the period of delay. All payments received from the Applicant(s) will be applied first towards the applicable dues and then towards interest.
14. The car parking facility in the Project will be provided subject to availability as per the agreed terms and conditions. The facility of parking shall be granted only to those Applicant(s) who opt for the same. If any Applicant at the time of making the Application does not opt for the facility, he/she shall thereby loose and cease to have the right to park anywhere at the Project area. Any parking facility shall under no circumstances be separately transferable. Unallotted parking space, if any, shall continue to remain the under and in possession of the Promoter. It shall be the sole discretion of the Promoter to allot/use the unallotted parking spaces as it sees fit.
15. The Applications and any provisional allotment shall be strictly non-transferable by an Applicant to any other person.
16. The Agreement and the Sale Deed will be drafted by the solicitors/advocates of the Promoter and shall be in such form and contain such particulars as approved by the Promoter. No request for any changes whatsoever in the Agreement /Sale Deed shall be entertained by the Promoter.

17. In case during the course of construction of and/or after the completion of the Project, further construction on any portion of vacant land or building or roof or terrace becomes possible, the Promoter shall at its sole discretion be entitled to take up such further construction and the Applicant(s) shall have no objection to the same.
18. All designs, measurements, specifications, amenities, etc. mentioned and stated in the marketing collateral are tentative and may change based on the requirements of the Project.
19. The Applicant(s) hereby also covenants to indemnify and keep indemnified the Promoter against observance and performance of the terms and conditions contained herein.
20. Once the Agreement is signed, the same shall supersede this Application and its annexures and all terms and conditions contained herein. The portion of the booking amount being tendered by the Applicant with the Application shall, in case of the Application resulting in allotment of a Unit to the Applicant, form part of the total booking amount payable by the Applicant at the time of the Agreement.
21. Before execution of the Agreement, the Applicant shall independently inspect any additional documents and enquire, investigate and verify the title of the Promoter and shall enter upon the Agreement only upon being fully satisfied thereabout.
22. Receipt for any amount paid by the Applicant shall be subject to the encashment of cheque. In case of non-encashment of cheque due to any reason, the same shall ipso facto result in cancellation of the Application and will attract a charge of Rs. 1000/- per cheque dishonor.
23. Disclaimer: The entity and/or its affiliates, officers, directors, designated partners, employees, agents, members, servants shall not be liable for any direct, indirect, punitive, incidental or consequential loss, claim, demand or damage suffered by any person due to loss of documents, delay in postal services and any other eventualities beyond the control of the entity and Applicant agrees to keep the entity and/or its affiliates, officers, directors, designated partners, employees, agents, members, servants saved, harmless and indemnified with regards thereto.
24. The Promoter intends to make an application to the Regulatory Authority in terms of the Rules published on 27th July, 2021 upon the office of the authority become operational and ready to receive the same and it is hereby brought to the notice of all concerned that the provisions and contents of the GTC and/or the Agreement and/or Sale Deed may undergo modifications or alterations if so required by the Regulatory Authority or under the Real Estate Laws as are being implemented in West Bengal.

I/We hereby declare that I/we have read and understood the Terms and Conditions and all other information/conditions stated in the accompanying General Terms & Conditions considering the Unit and price & payment schedules and agree to abide by the same accepting that the same may be modified or amended by the Promoter.

I/We hereby further declare that and confirm that I am/we are a Citizen of India/Non-Resident Indian/Person of Indian Origin and I/We shall comply with all statutory compliances as required from time to time under the applicable laws/rules and the Promoter shall not be liable for the same in any manner whatsoever. I/We shall keep the Promoter informed about any change in the above status.

APPENDIX 1
PAYMENT PLAN

The Total price shall be paid by the Allottee to the Promoter in installments as follows:

Sl. No.	Particulars	%	Amount in Rs. P.**
1.	Booking Amount	10	
2.	Within 15 days of the execution of the Agreement	10	
3.	On completion of Piling	10	
4.	On completion of Ground Floor Casting	10	
5.	On completion of 2 rd Floor Casting	5	
6.	On completion of 4 th Floor Casting	5	
7.	On completion of 6 th Floor Casting	5	
8.	On completion of 8 th Floor Casting	5	
9.	On completion of 10 th Floor Casting	10	
10.	On completion of Brickwork of the flat booked	10	
11.	On completion of flooring of the flat booked	5	
12.	On installation of lift in the Block booked	5	
13.	On Possession	10	
	** plus applicable Taxes		

The Allottee shall pay the Other Costs (save and except the Documentation Charges payable by the Allottee payable 60% on Agreement and 40% on possession) in similar installments as the Price mentioned in table above and with each such payment, a similar percentage in the amount of Other Costs shall also be paid by the Allottee to the Promoter. The payment of all Deposits shall be made by the Allottee to the Promoter within **30 (thirty)** days from the date of receiving the intimation from the Promoter to take possession of the said Unit.

TOP PROJECTS PVT. LTD.

[Signature]
Director

