

M/s. MADGUL TOWERS LLP
24, Diamond Harbour Road, Joka
Kolkata 700104

Unit No. _____
Floor _____
Tower / Block _____
Project "Madgul Antaraa"
Premises No. 24, Diamond Harbour Road, Joka, Kolkata- 700104.

Dear Sirs,

I/We am/are desirous of acquiring the aforesaid Unit at your project '**Madgul Antaraa**' which is under construction and being developed by you as Developer having been appointed as such by Madgul Developers Private Limited and others (the Land Owners). I/We have been provided a copy of (a) the Annexure II containing description, area, payment plans and Terms and Conditions for allotment, (b) formats of proposed Agreement and Sale Deed for transfer and after having carefully studied, read and understood the same and on being agreeable thereto, I/We wish to make an application for allotment of the Designated Apartment in the said project.

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 Cheque No. _____ dated _____ drawn on _____ for Rs. _____ in favour of **M/s. MADGUL TOWERS LLP** towards portion of the total booking amount of Rs. _____ payable by me.

I/We wish/do not wish to apply for Parking Facility for one car/two wheeler.

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

(Signature of Sole/Primary applicant)

(Signature of Joint applicant)

Place:
Date:

Photo of
Sole/Primary
applicant

Photo of Joint
Applicant

ANNEXURE - I

(TO BE FILLED IN BLOCK LETTERS) (STRIKE OUT WHICH EVER NOT APPLICABLE)

Sl. No.	Particulars	<u>Sole/Primary Applicant</u>	<u>Joint Applicant</u>
1	Full Name – Mr./Ms./Messrs.		
1.1	Status	<input type="checkbox"/> Individual <input type="checkbox"/> <input type="checkbox"/> HUF <input type="checkbox"/> Private <input type="checkbox"/> Limited Company <input type="checkbox"/> <input type="checkbox"/> Limited <input type="checkbox"/> Company <input type="checkbox"/> <input type="checkbox"/> Partnership <input type="checkbox"/> <input type="checkbox"/> LLP <input type="checkbox"/> Trust <input type="checkbox"/> <input type="checkbox"/> Other	<input type="checkbox"/> Individual <input type="checkbox"/> HUF <input type="checkbox"/> Private Limited <input type="checkbox"/> Company <input type="checkbox"/> Limited <input type="checkbox"/> Company <input type="checkbox"/> <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> <input type="checkbox"/> Trust <input type="checkbox"/> Other
1.2	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 Number		
4	AADHAAR Number		
5	Occupation (for individuals only)		
6	Permanent Address/Registered Office		
6.1	Address for correspondence, if different from above		
7	Date of Birth/Incorporation		
7.1	Date of Birth of Spouse		
7.2	Anniversary Date		
8	Nationality	<input type="checkbox"/> Indian <input type="checkbox"/> NRI <input type="checkbox"/> PIO <input type="checkbox"/> OCI	<input type="checkbox"/> Indian <input type="checkbox"/> NRI <input type="checkbox"/> <input type="checkbox"/> PIO <input type="checkbox"/> OCI
9	Name of the Employer Company		
9.1	Designation		

9.2	Sector/Industry		
9.3	Office/Business Address		
10	Phone with STD codes: Residence: Office: Mobile:		
11	Email id		

- 1 In case of Guardian, the exact relationship and supporting evidence [is/ shall] be annexed.
- 2 In case there are more than two applicants, prior consent of Developer is necessary and subject to such consent, all the details of the third applicant above [is/ shall] be annexed.
- 3 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 [is/ shall] be annexed.

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

(TO BE FILLED IN BLOCK LETTERS) (STRIKE OUT WHICH EVER NOT APPLICABLE)

Sl. No.	Particulars	For Sole/Primary Applicant	For Joint Applicant
1	Passport	<input type="checkbox"/> Indian	<input type="checkbox"/> Indian
		<input type="checkbox"/> Foreign	<input type="checkbox"/> Foreign
2	Passport Number		
3	Place of issue		
4	Date of Issue		
5	Date of Expiry		
	Country of residence		
6	Residential Address		
7	Contact person in India		
7.1	Contact detail for purposes of compliance in India: Address: Landline: Mobile:		
8	(a) NRO Account No. (Non-Resident Ordinary Rupee Account).		
8.1	(b) Name of Bank & Branch		
9	(a) NRE Account No. (Non-Resident Rupee Account)		
9.1	(b) Name of Bank & Branch		

10	(a) FCNR Account No. (Non-Resident Fixed Deposit Account)		
10.1	(b) Name of Bank & Branch		

Note:

1. Photocopies of the first four and last four pages of the passport of each applicant [are/ shall be] annexed.
2. In case there are more than two applicants, prior consent of Developer is necessary and subject to such consent, all the details of the third applicant as above [are/ shall] be submitted.

Signature of Sole/Primary Signature of Joint applicant
applicant

Other Additional Information

1. How did you first come to know about Madgul Antaraa? _____

2. Reasons for opting this property:

a) _____

b) _____

c) _____

1. Purpose of Purchase: [Investment / Own Residence]

2. Favourite Newspaper _____

3. Favourite Magazine _____

4. Favourite TV Channel _____

5. Favourite FM Channel _____

ANNEXURE - II**PART-I
(DESIGNATED APARTMENT)**

SN	Particulars							
-	a	b	c	d	E	f	g	h
1	Block (Said Building)	Floor	Unit No.	Carpet Area*	Balcony Area*	Built up Area*	Proportionate Common Area*	Area for the purpose of computation of monthly maintenance charges*

*Definitions as per Agreement for sale

PART-II**(Parking Facility, if any)**

2.	<p>One Parking Facility: Basement/ Covered/ Covered Dependent/ MLCP Covered Dependent /MLCP Covered Independent/ MLCP Open Dependent/ Open /Open Dependent /Part Covered /Two Wheeler/None (Strike out whichever not applicable)</p> <p>(Note: location for Parking facility will be decided by the Developer on or before the time of delivery of possession of the Unit to the Allottee)</p>
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PART-III**TOTAL PRICE**

The Total Price for the Designated Apartment and appurtenances based on the

Carpet area Rs. _____

Taxes Rs. _____

Total Price Rs. _____

(Rupees : _____) only

Block/Building/Tower No. _____	Rate of Apartment per square feet.
Unit No. _____ Type _____ Floor _____	
Exclusive balcony	
Exclusive Open Terrace	
Proportionate Common Area	
Preferential Location/ floor rise/ electricity/ Generator/ club-fitment/ legal /association formation Charges	
Parking - _____	
Consolidated Price (in Rupees) without Taxes	
Taxes (The Goods & Service Tax and any other applicable tax on the Consolidated Price shall be payable by the Applicant as per prevalent rates)	
Total Price in Rupees (Sum total of Consolidated Price and Taxes)	

PART-IV**PAYMENT SCHEDULE FOR THE PRICE**

10% of the Consideration as Booking Amount payable on or before the execution of the agreement for sale to be caused to be done by the proposed Allottee latest within 30 days from the date of application less amount paid on application	Rs.
10% of the consideration as earnest money within 7 days of completion of piling works of the Designated Block	Rs.
10% of the consideration as earnest money within 7 days of completion of casting of 3 rd floor slab of the Designated Block	Rs.
10% of the consideration as earnest money within 7 days of completion of casting of 5 th floor slab of the Designated Block	Rs.
5% of the consideration as earnest money within 7 days of completion of casting of 7 th floor slab of the Designated Block	Rs.
5% of the consideration as earnest money within 7 days of completion of casting of 9 th floor slab of the Designated Block	Rs.
5% of the consideration as earnest money within 7 days of completion of casting of 11 th floor slab of the Designated Block	Rs.
5% of the consideration as earnest money within 7 days of completion of roof slab casting of the Designated Block	Rs.
10% of the consideration as earnest money within 7 days of completion of internal plastering of the Designated Apartment	Rs.
10% of the consideration as earnest money within 7 days of completion of flooring of the Designated Apartment	Rs.
10% of the consideration as earnest money within 7 days of completion of finishing of the Designated Apartment	Rs.
10% of the consideration as earnest money within 15 days of issuance of notice for possession of the Designated Apartment	Rs.

TAXES & OVERHEADS:

- (a) All Goods and Service Tax, and other taxes, levies, impositions on the Consideration shall be payable by the Applicant at applicable rates.
- (b) Stamp Duty, registration charges and related expenses on the Agreement, conveyance and other documents shall be payable by the Applicant as applicable.
- (c) Any transfer charges/taxes imposed by the Government or statutory authorities and any new or additional tax, imposition or levy on the development or transfer shall be payable by the Applicant, wholly or proportionately.
- (d) The Applicant shall be liable for all TDS compliances.

PART-V**SECURITY DEPOSIT:****SECURITY DEPOSIT PAYABLE BY APPLICANT(S) :**

1. The Applicant shall, along with the final installment of the Consideration, deposit an Interest Free Security Deposit calculated @Rs.____/- per Square feet on the Area for CAM (for the purpose computation of monthly maintenance charges). The unadjusted security deposit shall be transferred to the Association.
2. Security Deposit for electric meter dedicated to the Designated Unit shall be paid by the Applicant.

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

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

1. The application is only a request by the applicant for allotment of the Designated Apartment 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 Developer, Madgul Towers LLP, (hereinafter referred to as "**MTLLP**") and **MTLLP** 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 **MTLLP**, the portion of booking amount paid by the Applicant will be refunded without any interest, cost, damage etc., and without any other liability or obligation upon **MTLLP**.
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 or entities domiciled/incorporated 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. 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 duly completed Application and Application Money has to be submitted at the Registered office of **MTLLP** at 24, Diamond Harbour Road, Joka, Kolkata 700104 or at any other place as may be hereafter intimated by **MTLLP**.
5. Any Application shall automatically stand withdrawn/ cancelled by the Applicant in case of non-execution of Agreement for sale within 30 days from the date of submission of the Application form. However **MTLLP** may extend the validity of the application by such period and on such terms and conditions as it may, at its sole discretion, decide.
6. 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 Registered office at 24 Diamond Harbour Road, Joka, Kolkata-700104.
7. The applications and any provisional allotment shall be strictly non transferable by any Applicant to any other person.
8. Before making the application, the Applicant has seen the Site, the building plans (including the modified plans under sanction), drawings and specifications in respect of the Designated Apartment and the Project and has been provided a copy of (a) the Annexure II of which this Terms and Conditions is part of, (b) formats of proposed Agreement and Sale Deed for transfer and only 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 Designated Apartment in the said project.
9. The personal details as per particulars which are morefully mentioned in Annexure I above are true to the best of the 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 **MTLLP**, without any claim or objection by the Applicant.
10. That in the event **MTLLP** decides to allot Designated Apartment in the project such allotment shall be provisional and subject to these Terms and Conditions the Applicant shall be bound to (a) pay the price and other applicable amounts as per the payment plans and installments forming part of this Annexure II hereto and/or as may be worked out hereafter by **MTLLP** which, if different from such Annexure II, shall be verified and satisfied by the Applicant before the signing of agreement for sale and (b) observe, fulfil and perform of all requirements, conditions and these Terms and Conditions contained in the

manner and within the time stipulated therefor; which all be of essence for execution of the agreement for sale. In case of any failure of any compliance by the Allottee, the same will automatically result in cancellation of this provisional allotment. Moreover, until execution of the agreement for sale, the provisional allotment if made in favour of the Applicant may be cancelled by MTLLP, in its discretion, without being required to assign any reason whatsoever or howsoever therefor. In the event of any cancellation, the portion of booking amount paid by the Applicant will be refunded to the Applicant without any interest, cost, damage etc., and without any other liability or obligation upon MTLLP.

11. Once the agreement is signed, the same shall supercede this application and its annexures and all terms and conditions hereof. The portion of the booking amount being tendered by the Applicant with the application shall, in case of my application resulting in allotment of Designated Apartment to the Applicant, form part of the total booking amount payable by the Applicant at the time of agreement.
12. Before execution of the agreement the Applicant shall independently inspect all documents and enquire, investigate and verify the title of the land owners and development and related rights of MTLLP and shall enter upon the agreement only upon being fully satisfied thereabout.
13. Receipt for any amount paid by the Applicant shall be subject to 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.
14. 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 application does not opt for the facility, he/ she shall thereby loose and cease to have any right to park anywhere at the Project area. Any Parking Facility shall under no circumstances be separately transferable.
15. The terms and conditions applicable to the proposed transfer shall be as per the format agreement for sale and format sale deed both of which have been provided to the Applicant together with any modifications thereof made by MTLLP with the consent of the applicant.
16. All taxes, levies, imposition, stamp duties, registration fees, GST, and 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).
17. Courts having territorial jurisdiction alone shall have jurisdiction to entertain or try any dispute arising out of this application.

(Name & Signature of Sole/Primary applicant)

(Name & Signature of Joint applicant)