

Application Form No. ....		Project :						Unit No. ....	
No.	Head	Particulars						1st Applicant	
1	Name of First Applicant :							(PHOTO)	
2	Father/Husband/Guardian Name :								
3	Name of Joint Applicant :								
4	Father/Husband/Guardian Name :								
5	Date of birth of 1st applicant : Wedding Anniversary :	DOB :				DOM :			
6	Occupation :							2nd Applicant	
7	IT PAN No.				AADHAR No. :-			(PHOTO)	
8	Correspondence Address :								
9	Permanent Address :								
10	Telephone Nos.								
11	Email Id :								
12	Unit applied for :								
13	Area in Sft :	CARPET		BALCONY		BUA		STANDARD	
14	Rate per Sft :	Rs.							
15	Total Unit Cost :								
16	Parking :	No. OF CAR PARK :	RATE :		No. OF TWO WHEELER PARK :	RATE :			
		TOTAL COST : Rs.							
17	EDC :	1. Electricity Connection Charges - Rs.				5. Grill - Rs.			
		2. Documentation Charges - Rs.				6. DG Connection Charges - Rs.			
		3. Association Formation Charges - Rs.				7. Other (if any) - Rs.			
		4. Maintenance Charges for 1 year - Rs.				8. GST* Rs.			
18	Maintenance Deposit :	Rs.				Total : Rs.			
19	Bank A/c Details :								
	Name of Bank :								
	Branch :								
	A/c Type :								
	A/c No. :								
	MICR Code :								
	IFSC Code :								
20	Source of Booking :	Direct :		Broker :		Sales Associates :			
21	Booking Amount :	Rs. .... Ch. No. .... Date ..... Drawn on .....							
	Place	Signature of First Applicant			Signature of Second Applicant			Date	

Developer Name: .....

**GENERAL TERMS AND CONDITIONS**

[1]. The completed 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 Developer, payable AT PAR for the amount of Application Money.

[2]. 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. Application money received from the Applicant(s) will be refunded without interest to the Applicant(s). The Joint Applicant(s) have no objection for transfer/refund of money in the Bank Account details provided by the Applicant(s) in this Application.

[3]. DEVELOPER on default of payment by the Applicant(s) shall be entitled to cancel the allotment any time prior to execution of the Agreement and upon such cancellation DEVELOPER shall refund the monies paid by the Applicant(s) on the date of cancellation without interest subject to Rs. 50,000/- if before Agreement, 10% of Total Consideration if after Agreement.

[4]. Price as mentioned herein above is exclusive of any taxes, which may be liveable by any appropriate authorities would include (but not limited to), taxes like value added tax, works contract tax, service tax, GST and any other tax, both present and future as may be applicable from time to time, shall be separately charged and recovered from the Applicant(s). The Applicant(s) hereby agrees that, the Applicant (s) shall be responsible and liable to pay GST as may be applicable on transfer and sale of Residential Unit by DEVELOPER to the Applicant(s). The Applicant(s) would also be liable to pay interest/ penalty/ loss incurred to DEVELOPER on account of Applicant(s) failure and/ or delay to pay VAT/Service Tax/GST and/or such other levies, statutory charges etc. within 7(seven) days of being called upon by DEVELOPER, without assigning any reasons for the same.

The Applicant(s) further agrees that the Applicant(s) shall be liable to pay any taxes, levies, statutory charges imposed by appropriate authorities applicable to transfer and sale of Residential Unit with retrospective effect, and if any recovery proceedings in consequence thereof are initiated.

It is further agreed by the Applicant(s) that the Applicant(s) shall before obtaining the possession of the Residential Unit, pay the requisite amount of West Bengal Value Added Tax, Service tax and GST if and any other tax (if applicable) or any other charges levied by statutory authorities by time to time for construction / sale of the Residential Unit to DEVELOPER.

[5]. Maintenance charges, deposits/electrical meter deposits/ connection charges, water and sewer connection charges, documentation/legal charges and any other charges/ deposits as may be applicable, shall be separately charged either by DEVELOPER.

[6]. Car parking facility will be provided in the Complex subject to availability as per agreed terms and conditions.

Earmarking of specific parking space will be done at the time of giving possession of the Residential Unit. Each allotted parking space will entitle the Applicant(s) to park only one vehicle. The allotted parking space under no circumstances is separately transferable. Un allotted parking space, if any, shall continue to remain the property and in possession of DEVELOPER. It shall be the discretion of DEVELOPER to allot/use these Un allotted parking spaces as it may decide, at its sole discretion.

[7]. Payment of installment and all other dues shall have to be made within due dates as mentioned in the demand letter(s) issued by DEVELOPER from time to time requesting for such payments. Payment within time would be deemed to be essence of the terms allotment. Applicant(s) are liable to pay interest on the amount due as under:-

Interest @12% (Twelve Percent) per annum shall be paid on the amount due from the date on which the amount was due till the date of payment (both days inclusive).



It is made clear and so agreed by the Applicant(s) that exercise of discretion by the DEVELOPER in the case of one Applicant(s) shall not be construed to be a precedent and/or binding on the DEVELOPER to exercise such discretion in the case of other applicant/s

All payments received will be first applied towards the past taxes payable. then towards the installments along with taxes applicable to the said installment, then towards interest.

[8]. It will be DEVELOPER'S endeavor to execute and register the Agreement Sale Deed for the Residential Unit within the complex before handing over possession of the Residential Unit. The Agreement/Sale Deed will be drafted by the Solicitors/Advocates of DEVELOPER and shall be in such form and contain such particulars as be approved by DEVELOPER. No request for any changes, whatsoever, in the Agreement/Sale Deed will be entertained.

[9]. The Applicant(s) will be required to pay on demand, DEVELOPER or to the Concerned Authorities, as may be so decided by DEVELOPER the applicable Stamp Duty & Registration Charges for registration of the Agreement and/or Sale Deed of their respective Residential Unit.

[10]. In case during the course of construction and/or after the completion of the Complex, further construction on any portion of vacant land or building or terrace becomes possible, DEVELOPER shall be entitled to take up such further construction and the Applicant(s) shall have no objection for the same.

[11]. All designs, measurements, specifications mentioned and stated herein are tentative and subject to changes.

[12]. The Applicant(s) hereby also covenants to indemnify and keep indemnified the DEVELOPER against observance and performance of the terms and conditions herein.

[13]. The Applicant(s) has/have verified and is/are satisfied with the documents/deeds/title of land, which entitles DEVELOPER to allot the Residential Unit. and such allotment of the Residential Unit to the Applicant(s) shall be made by DEVELOPER on the terms and conditions as contained herein.

[14]. The Allottee(s) has/have applied for the allotment of a residential apartment with full knowledge and subject to all the laws/ notifications and rules applicable to the area, where the apartment will be/is being constructed.

[15]. The Allottee(s) has/have accepted the layout plans and building plans, specifications and agree/agrees that the company may effect such variations, additions, alterations, deletions, and/or modifications therein as it may, in its sole discretion deem appropriate and fit or/as may be directed by any competent authority.

[16]. The Allottee(s) shall/will not be entitled to get the name of his/her/their nominee(s) substituted in his/her/their place without prior written permission and/or approval of the Company and the Company at its sole discretion may permit the same upon the payment of transfer fee @ Rs. 50/- per sft. Allowed only after 12 months of Agreement.

[17]. Upon withdrawal/cancellation of the booking by the Allottee(s), the money paid by the Allottee(s) shall be refunded to him/her/them without any interests after deduction of an amount of Rs. 50,000 if before Agreement, 10% of Total Consideration if after Agreement. The Allottee(s) hereby agrees/agree to such interest free refund and the deduction and further agrees/agree not to raise any objection thereto.

[18]. After delivery of possession of the Unit including car parking/if any] the Allottee (s) on demand, shall/will be liable to pay the Company all taxes, levies or assessments pertaining to the Unit including car parking (if any] together with the common areas proportionally till the formation of the respective flat owners association.

[19]. The company shall endeavour to give possession of the intended unit including car parking [if any] to the Allottee(s) within ..... consecutive months from the date hereof and subject to receipt of all payments as stipulated and subject to receipt of other charges due and payable and subject to fulfillment of all other Terms and Conditions as mentioned in the Provisional Allotment Letter. A grace period of ..... ("EXTENDED DATE") will be allowed to the Company and if the Company is unable to deliver the possession of the Unit(s) to the Allottee(s) within the Extended Date as mentioned above, then, and in that event, the Allottee(s) shall be entitled to receive compensation as mentioned in [21]. The Company on completion of the construction shall issue final notice to the Allottee(s), who shall/will within 15(fifteen) days thereof, remit all dues and take possession of the Unit including Car Parking (if any). If the Allottee fail/fails for any reasons whatsoever to take possession of the said Unit within said 15 days of such notice, then on the expire of said 15 days of such notice, the Allottee(s) shall/will be deemed to have taken possession of the said Unit and shall be liable to bear all the maintenance charges and all other levies on account of the said Unit.



[20]. The Allottee(s) agree/agrees the time of stipulation for the delivery of possession of the said Unit to him/her/them, as stated above is subject to force majeure which inter alia includes delay on account of non availability of steel and/or cement and/or other building materials, or water supply or electric power or slow down, strike or due to dispute with the construction agency employed by the Company, civil commotion, or by reason of war, or enemy action or earth quake or any other reason beyond the control of the Company and in any other aforesaid events the Company shall be entitled to reasonable corresponding extension of the time for the delivery of possession of the said Unit. The Company reserves the right to alter or vary the terms and conditions of allotment in the event of arising such contingencies and if the circumstances is beyond the control of the Company, so warrant, the Company may suspend the Scheme for such period as it may consider expedient, fit and proper and the Allottee(s) agrees/agree that in such an event no compensation of any nature whatsoever will be claimed by the Allottee(s) for such delay/suspension.

[21]. If the Company fails to deliver possession of the said Unit to the Allottee(s) within the time (extended date) as mentioned [subject to force majeure as stated]. then it shall pay to the Allottee(s) for each Allottee(s) for each apartment effective from the Schedule date of possession, compensation @ 12% p.a. on the amount paid by Allottee(s).

[22]. Upon handing over the apartment to the allottees a Complex Maintenance Body ("CMB") to be formed / constituted mutually by the apartment owners for maintenance and management of Shared Common Portions And Facilities including the Shared Common Areas And Facilities of the Complex.

[23]. The measurement of the Unit and car parking space and other areas as would be given by the Company shall be final and binding on the Allottee(s).

[24]. In case of joint Allottees, all communications shall be sent by the company to the Allottee whose name appears first at his address.

[25]. DEVELOPER, however, may at its sole discretion, relax any of the conditions stated herein.

[26]. All disputes or differences relating or arising out of or in connection with the allotment read with the terms and conditions contained herein, shall be mutually discussed and settled between the parties.

However, disputes which cannot be settled amicably, shall be finally decided and resolved by arbitration in accordance to the provisions of the Arbitration and Conciliation Act 1996 and any subsequent amendments thereto. The matter requiring arbitration will be referred to a sole arbitrator to be appointed by DEVELOPER at KOLKATA only. The proceeding of the arbitration shall be conducted in English and shall be construed as domestic arbitration under the applicable laws.

All disputes/issues arising out of this transaction will be subject to the exclusive jurisdiction of Courts at Kolkata.

[27]. Disclaimer: The Company and/or its affiliates, officers, directors, 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 Company and applicant agrees to keep the company and/or its affiliates, officers, directors, employees, agents, members, servants saved, harmless and indemnified with regard thereto.

[28]. I/We hereby also declare that I/we have read and understood the terms and conditions and all other information/conditions stated in the accompanying GENERAL TERMS & CONDITIONS including considering of the Residential Unit and price & payment schedules and agree to abide by the same, which may be modified or amended by DEVELOPER.

I/We hereby 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 the statutory compliance as required from time to time under applicable laws/rules and DEVELOPER shall not be liable for the same in any manner whatsoever. We shall keep DEVELOPER informed about any change in the above status.

\_\_\_\_\_  
SIGNATURE OF 1ST APPLICANT

\_\_\_\_\_  
SIGNATURE OF 2ND APPLICANT

PLACE: KOLKATA

DATE: