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Spring Meadows Application Form



1. Name of the Applicant: Mrs PRADIPTA DAS
2. Name of the Co-Applicant Mr DEBASIS DAS Relation HUSBENT
3. Applicant PAN NO. ACQPD1839E Co-Applicant PAN NO ADDPD6743M
4. Present Address: 11/2 NABIN SENAPATI LANE 1
.....
City: HOWRAH Pin: 71101
5. Permanent Address: 2C
.....
City: Howrah Pin 71101
6. Contact Details: Ph: 033-26424118 Mobile 9433099570
E-mail: pradiptadas.pradiptadas76@yahoo.com
7. Bungalow Details: Plot No. 108 Plot Area 1458 Plot Type 275 Kattah (Covered Car parking)
Ground Floor 730 sq. ft. First Floor 577 sq. ft.
9. Rate per sq. ft. Rs 8050/-
10. Payment Instrument details:
Amount (in Rs.) 473850/- Chq/DD No 317123
Drawn On Axis Bank Date 04/05/2015
11. Represented by:
12. Other Charges: Club, EDC will be extra, to be paid as per actual

Pradipta Das
(Signature of the Applicant)

Debasis Das
(Signature of the Co-Applicant)

Date: 04/05/2015
Place: Uolhata

DSG REALTY

NOTE : TWO COPIES OF PHOTO, IDENTITY PROOF & ADDRESS PROOF IS REQUIRED WITH THIS FORM

[GENERAL SPECIFICATION]

Structure - Walls Walls	Earthquake resistant RCC framed construction 8" thick modular brick for external walls and 4" thick modular brick for internal walls.
Wall finish	Interior- Primer over Plaster of Paris. Exterior- Antifungal paint over external putty.
Flooring and Dado	Vitrified tiles for bedrooms & living- dining area. Kitchen/ Toilet floors to be made with mat finish ceramic tiles.
Kitchen	Kitchen with Black Granite counter top. Dado of ceramic tiles above platform up to 2 feet height. Stainless steel Sink.
Toilet	Standard ceramic tiles up to lintel height. Sanitary ware of reputed make. CP fittings of reputed make. Hot and cold water provision.
Doors	Door frame made of seasoned and treated Sal or equivalent wood. All door are laminated flush door. Stainless Steel cylindrical locks for all doors & special lock at flat entrance door of reputed make.

Pradip Das

Debas Das

Windows	Colour Anodized or power coated aluminium windows.
Water supply	24hour filtered water suppl.
Electrical	Provision for adequate light points in every area. Provision for Geyser point in bathrooms. Modular switches of reputed make Provision for computer in Master Bedroom. Provision for Telephone in Living and all Bedrooms. Provision for T.V. in living and all bedrooms. Safety equipment such as M.C.B for all flats
Common lighting	Overhead illumination for compound and street lighting inside the complex.
Wiring	Concealed copper wiring of reputed brand for electricity & telephone.
Air-conditioning	Provision for split air-conditioner in all bedrooms and living/dining room. AC starters of reputed make.
Backup Power	1 KVA DG Backup power for all individual bungalow and for common area lighting.

✓ Pradipta Das

✓ Subash Das

CUSTOMER PAYMENT SCHEDULE

CUSTOMER INSTALLEMENT PAYMENT SCHEDULE OF SPRING MEADOWS FOR 1.75KATTAH & 2.75KATTAH

Subsidiary Fees

Installment	Payable	+ Service Tax
Booking:	10%	+ Service Tax
Plot Allocation:	5%	+ Service Tax
At the time of Agreement:	10%	+ Service Tax
Commencement Foundation:	25%	+ Service Tax
Commencement Plinth + Rs 25,000/- against Club Membership:	10%	+ Service Tax
Commencement of Final slab + Rs. 25,000/- against Club Membership:	10%	+ Service Tax
Commencement Plastering-internal + Rs. 25,000/- against Club Membership:	10%	+ Service Tax
Commencement Plastering-external + Rs. 25,000/- against Club Membership:	10%	+ Service Tax
At the time of Possession:	10%	+ Service Tax
TOTAL:	100%	+ Service Tax

NOTES:

Pre-delivery Dev

1. SERVICE TAX @ 3.09% IS PAYABLE SEPARATELY ON EACH INSTALLMENT.
2. POWER COST FROM WBSEDCL WILL BE BORNE BY ALLOTTEE PROPOTIONATELY ON ACTUAL.
3. LEGAL FEES, STAMP DUTY & REGISTRATION CHARGES SHALL BE BORNE BY ALLOTTEE ON ACTUAL.
4. CHARGES FOR STANDBY POWER TO BE CHARGED EXTRA ON PROPORTIONATE.
5. ANY TAXES / DUTIES / CESS ETC (PRESENT AND / OR / FUTURE) WILL BE EXTRA ON PROPORTIONATE.
6. CLUB MEMBERSHIP @ RS. 1,00,000/- (MANDATORY).
7. ERRORS AND OMISSIONS EXCEPTED (E. & O.E.).
8. CORPUS FUND Rs. 1,00,000/-
9. CHEQUE SHOULD BE DRAWN IN FAVOUR OF MORIAS INFRASTRUCTURE PVT. LTD.
10. 40%-50% GROUND COVERAGE OF TOTAL PROJECT (MENTONED AS COMMON AREA) WILL BE PROPOTION ALY REGISTERED TO INDIVIDUAL ALLOTTEE.

GENERAL TERMS AND CONDITIONS – SPRING MEADOWS

1. Who Can Apply:

- a. An individual i.e. a person of the age of majority or a minor through legal or natural guardian, whether an Indian citizen or a Person of Indian Origin as defined in the Foreign Exchange Management Act, 1999 resident in India or abroad (in case of a minor, age proof and name and address of natural guardian to be supplied).
- b. Other Legal entity (ies) i.e. a body corporate incorporated in India or partnership or HUF or any other association of persons (AOP) recognized as a legal entity under any law in India. An incorporate body incorporated outside India can apply subject to specific approval from Reserve Bank of India.
- c. The Applicant qualifying for allotment may be required to furnish such documentary evidence including self attested copy of PAN Card and a copy of photograph as deemed appropriate to satisfy Spring Meadows of the Applicant's ability to arrange and/or to pay the price of the Bungalow.

2. How to Apply:

- a. A person intending to buy a Bungalow will have to apply in the prescribed Application Form. It is important that care is taken to go through and understand the terms and conditions and instructions before filling the Application Form.
- b. The application shall be accompanied by a crossed cheque or bank draft or pay order drawn in favour of Morias Infrastructure Pvt. Ltd. Payable at any bank in Kolkata for the amount of booking money as shown in the payment schedule.
- c. Applications from persons of Indian Origin and Non Resident Indians (NRI) shall be accompanied by the remittance to be paid out of foreign exchange remitted to India through normal banking channels or out of funds held in the Applicant's Non Resident External (NRE) / Foreign Currency Non Resident (FCNR) / FCNR Special Deposit account with banks in India and shall accompany a declaration to the effect that the Applicant shall use the Bungalow for residential purpose.
- d. Non Resident Indians may also remit money out of the funds held in their Non Resident Ordinary (NRO) account but accompanied by their Bankers certificate as to the source of remittance of Booking Money.
- e. The completed Application Form duly filled and signed by the Applicant along with the cheque / bank draft / pay order should be submitted at the registered office of Spring Meadows.

3. Allotment Process:

Prospective applicants will be offered options from available Bungalows. Only fully completed applications accompanied with payment of Application money shall be considered as confirmation of the intent of the Applicant to opt for purchase of a Bungalow at Spring Meadows.

If for any reason, the Developer is not in a position to allot a Bungalow to the applicant, it will refund the amount deposited by the applicant without any interest or compensation and the applicant shall not raise any objection to the same.

4. Scrutiny, Rejection and Refunds:

- a. The Developer reserves the right to reject any application without assigning any reason whatsoever.
- b. Applications remaining incomplete or deficient in any respect and/or not accompanied with the requisite remittance and/or documents are liable to be rejected even if so detected at a later date during detailed scrutiny.
- c. Applications containing information which is false or misleading are liable to be summarily rejected and allotment, provisions or otherwise, is liable to be cancelled, at any stage. However, upon such cancellation, the installments paid till that date will be refunded without interest and after deduction of service charge @10% (ten percent) of the amount deposited by the applicant as on the date of rejection / cancellation.
- d. Refund of Application Money to unsuccessful Non Resident Indian(s) (NRI) will be made in the following manner:
 - (i) If the Application Money has been paid out of Non Resident Ordinary (NRO) Account of the Applicant, the refund of the Application Money will be made only to that account.
 - (ii) If the Application Money has been paid by the Applicant out of Non Resident External (NRE) Account of the Applicant, the refund will be made only to that account, provided Banker's certificate of payment of Application Money out of the NRE Account is furnished.
- e. Refund of Application Money to unsuccessful Person(s) of Indian Origin will be made in the following manner:

Application Money will be refunded to the Non Resident External (NRE) Account or Foreign Currency Non Resident (FCNR) Account with banks in India as indicated in the Application Form or by remittance abroad (after deduction of commission) provided Banker's certificate of payment of Application Money out of the funds held in the Applicant's name in any of the aforesaid account or documentary evidence or remittance of Application Money from abroad through normal banking channels is established to Spring Meadows. The Applicant is requested to ensure that the certificate of source of account of Application Money is enclosed with the Application Form.

5. Withdrawal of Application:

- a. Before issue of Letter of Intent

An Applicant may withdraw his / her application at any time for whatever reasons before issuance of Letter of Intent and may get refund of the booking money without any interest after deduction of service charge @10% (ten percent) of the Booking Amount.

- b. After issue of Letter of Intent

An Applicant is free to withdraw his / her application at any time for whatever reasons after Letter of Intent but before the possession of Bungalow is made over, through written intimation to the Developer subject to a deduction of 10% (ten percent) of the amount deposited / paid without interest upto the date of withdrawal.

Any such request for withdrawal of application shall be in writing and the requisite amount will be refunded within 30 (thirty) days from the date of receipt of such request in writing. All such refunds to Non Resident Indians (NRI) / Persons of Indian Origin shall be made in Indian Rupees.

6. Price

The price for the Bungalow and the properties appurtenant thereto shall be paid by the allottee as indicated in the Payment Schedule

All payments shall be made by the Applicant / Allottee by cheque / pay order / draft / swift transfers in favour of MORIAS INFRASTRUCTURE PVT. LTD. payable at Kolkata. On any payments being made through outstation cheques, the Applicant / Allottee shall pay to the Developer additional bank charges @ 0.5% of the value of such cheque. Further, on dishonour of a cheque on any ground whatsoever, the Applicant / Allottee shall be liable to pay to MORIAS INFRASTRUCTURE PVT. LTD. a charge of Rs.1,000/- for every such dishonour.

7. Rebate

If the allottee pays the entire price as indicated in the Payment Schedule within 30(thirty) days of the Letter of Intent, the Intentees shall be entitled to a rebate on the Bungalow price. The relevant rate for Rebate on the price of a Bungalow is subject to change from time to time at the sole discretion of the Developer.

8. Delay in payment of Installments and/or other dues:

It shall be incumbent on the allottee(s) to comply with the terms of payment in respect of the Bungalow, and all other payments under the General Terms and Conditions and Payment Schedule. Payment of money is required to be made within 30(thirty) days of the date of Letter of Intent failing which the Application may stand cancelled at the absolute option of the Developer.

Payment of installments and all other dues shall be made within 15(fifteen) days from the date of issue of the letter to the allottee(s) for the outstanding amounts. In case such payment is delayed, the allottee(s) shall pay interest on the amount due @18% (eighteen percent) per annum from the respective due dates till payment is made.

Delay in payment of installments and all other dues beyond 2(two) months from the respective due dates shall not in the normal course be condoned. In case of such delay, the Developer reserves the right to cancel the Letter of Intent and the procedure described in Clause 5b shall be applied. Upon cancellation of the Letter of Intent, the allottee shall have no manner of right, claim, interest or demand over the Bungalow and/or against Spring Meadows.

9. Possession

Subject to force majeure, the Developer will endeavour to give possession of the Bungalow to the allottee(s) within 36 (thirty six) months from the date of allotment of the Bungalow with a grace period of 6 (six) months.

Force Majeure shall, inter alia, include but not be limited to non availability or irregular availability of building materials, water supply, electricity, strike / slow down by / disputes with contractor / construction

agencies employed / to be employed, war, lock out or civil commotion, terrorist action, litigation of God, any act, any notice, order, rule or notification of the Government and/or any other Public Competent Authority and such other reasons beyond the control of the Developer.

The Developer, as a result of such a contingency arising, reserves the right to alter or vary the Terms and Conditions herein, or if the circumstances so warrant. The Developer may suspend the fulfillment of its obligations for such period as it may consider expedient and the allottee agrees not to claim compensation of any nature whatsoever for the period of such suspension.

10. Transfer of Bungalow

No transfer or alienation of interest in the Bungalow in full or in part, shall be permitted or recognized by the Developer except upon payment of a transfer fee @ 3% (three percent) of the Total Price (i.e. price of the Bungalow or the consideration for such transfer, whichever is higher, to Developer. Such transfer shall be subject to acceptance of the Terms and Conditions contained herein on the part of the transferee.

11. Registration and Conveyance

- (a) The Deed of Transfer / Conveyance of the Bungalow shall be executed and registered in favour of the allottee after the Bungalow has been constructed and the total price, together with all other dues and deposits etc. are received and before possession is handed over to the allottee. The allottee will be required to pay the entire stamp duty, registration charges and other taxes and charges as may be levied by the government or any other authority from time to time and as applicable at the time of registration together with the legal expenses and other related charges in addition to all prior deposits / payments are to be made by the allottee(s). Such amount shall be deposited by the allottee(s) within 15 (fifteen) days from the date of issue of notice by the Developer.

The allottee(s) shall be deemed to have taken possession of his / her Bungalow on the 15th (fifteenth) day of service of such notice and such fifteenth day shall be deemed to be the "date of possession" irrespective of the date on which the allottee(s) takes physical possession of his / her respective Row House/Bungalow.

On and from the "date of possession" of the Bungalow the allottee shall be liable to pay MORIAS INFRASTRUCTURE PVT. LTD. (or its nominee or nominees) all maintenance charges, rates, taxes, levies, outgoings, deposits including security deposits or assessments pertaining to the Bungalow wholly and pertaining to the common areas and sport and recreation facilities proportionately without dissent or demur.

- (b) The Deed of Transfer / Conveyance will be drafted by the Solicitors / Advocates of Spring Meadows and the same shall be in such form and shall contain such particulars as may be approved by the Developer.
- (c) If the allottee does not get the Deed of Transfer / Conveyance executed and registered within the date notified, the allotment will be liable to be cancelled at the discretion of the Developer and the total amount received may be refunded without interest and after deduction of 10% (ten percent) of the Total Price.

12. Extra Charges

Additional charges on account of maintenance, electricity connection charges, generator charges, electrical infrastructure cost and security deposit, legal charges and any other additional facility shall be borne by the allottee as may be determined by the Developer from time to time. The allottee shall be bound to make such payments within 15 (fifteen) days of notice of payment from the Developer.

The same will be intimated to the allottee at a later date.

These payments shall be deemed to form part of the Payment Schedule and any default in payment thereof shall attract the provisions of Clause 9 herein.

13. Management of Spring Meadows :

A suitable entity to be selected by Spring Meadows at its sole discretion who shall be entrusted with the maintenance and management of all the common areas and facilities of Spring Meadows ('Manager'). All such common areas and facilities shall be identified by Spring Meadows at its sole discretion. Till such time the Manager is so appointed, Spring Meadows shall, by itself or through its nominee/s maintain and manage the common areas and facilities referred to above.

Maintenance charges and expenses for the common areas and facilities of Spring Meadows ("Township Maintenance Charges") shall be proportionately divided amongst the respective allottees and the proportionate amount/s payable by each allottee shall be decided by the Developer and/or the Manager and shall be binding on the allottees.

The details rules and regulations regarding maintenance, management and usage of the Bungalow and all common areas including terms of appointment of the Manager shall be exclusively decided by the Developer and the allottee gives his / her / its unfettered and irrevocable consent to the same. In particular, the Developer and/or the Manager shall have the right to enter the Bungalow of the allottee for the purpose of carrying out emergency repairs in the interest of the allottee.

Without prejudice to the aforesaid, in the event of default / delay by the allottee in making payment of the maintenance charges and other outgoings, the Developer and/or the Manager as the case may be, shall have the right to withdraw all utilities and facilities to such Bungalow of the defaulting allottee and the allottee gives his / her unfettered and irrevocable consent to the same.

14. Maintenance Corpus Deposit

An Interest free Corpus deposit will be collected by Spring Meadows and the same shall be paid by the allottee in the manner indicated in the Payment Schedule.

Such maintenance corpus deposit will be transferred without any interest to the Manager. Such corpus along with income accrued thereon shall form a sinking fund to be applied for repairs, replacements and improvements of the common areas and facilities as Spring Meadows or its nominee / nominees may deem fit and proper. However, it may be necessary to call upon the allottee and the other allottees to contribute funds towards such repairs, replacements and improvements. Spring Meadows or its nominee or nominees shall, at their sole discretion, determine the frequency amounts and the proportion of such contribution and the allottee shall be bound to make payment of the same.

15. Spring Meadows Club :

Spring Meadows shall have a Club for the use of the residents, for which each allottee shall be compulsorily required to pay a non refundable and non adjustable sum in the manner indicated in the Payment Schedule. The charges of the club payable by the allottee shall be determined by Spring Meadows Club from time to time.

Spring Meadows or its nominee or nominees shall have the right to operate and manage the club and to levy and recover charges and the allottee shall be compulsorily required to make payment of the same.

Spring Meadows shall have the right to withdraw club privileges to any defaulting allottee and the allottee hereby gives his / her unfettered consent to the same.

The rules and regulations pertaining to the regulation and management of the club shall be such as may be framed by Spring Meadows and each allottee shall be bound by the same.

16. General

- (a) It is understood that the Applicant has applied for allotment of a Bungalow at Spring Meadows with full knowledge of the laws / notifications and rules applicable to this area in general, and group housing projects in particular and the Applicant has fully satisfied himself / herself, about the interest and the right of the Developer in the land on which Bungalow will be / is being constructed.
- (b) Spring Meadows will not entertain any requests for modification in the internal layouts of the Bungalow or on the external facades of the building and also shall not entertain any request for change in the elevation of the building in any circumstances. However, if any request for change in the internal walls of the bungalows is made, Spring Meadows may consider it and shall make changes only if only the load bearing beams of the building permits such changes to be made internally, at an additional cost. Upon the written request of the allottee, Spring Meadows, at its sole discretion, may agree to provide the allottee with a Bungalow with changes/modifications in internal fixtures/fitings, as mutually agreed upon, at an additional cost for both materials and labour to be paid by the allottee.
- (c) It is unambiguously agreed and understood by the allottee that the layout plans and building plans, approximate super built up area of the Bungalow, specifications of the materials proposed to be used, facilities and components of the Bungalow are tentative and are subject to variation. Spring Meadows may effect such variations, additions, alterations, deletions and/or modifications therein as it may, at its sole discretion, deem appropriate and fit or as may be directed / allowed by any concerned authority.
- (d) The allottee acknowledges and accepts that Spring Meadows is being developed in clusters of Bungalows of different types and sizes in each cluster. All common areas and facilities in each cluster, infrastructure and facilities serving the entire development have been aggregated and proportionately allocated to the built up area of each Bungalow to arrive at their super built up area.
- (e) The allottee also acknowledges and accepts that Spring Meadows is a development with diverse development clusters that are intended to be applied to different uses. Spring Meadows shall have the right and absolute authority to deal with the land comprising the entire Bungalow development, its common areas, infrastructure and facilities including but not limited to the creation of further rights in favour of any other party at their sole discretion. The undivided, proportionate, impartible share in such portion of the land as may be determined by Spring Meadows that shall be conveyed to the allottee is subject to variation at the sole discretion of Spring Meadows and the allottee agrees not to challenge or dispute the same.
- (f) The allottee further acknowledges and accepts that Spring Meadows is being developed in several phases and the allottee shall not raise any objection and impediment to the same or to the sharing of the common areas, facilities and benefits of Spring Meadows with the other buyers / lessees / licensees / occupants in such manner as the Developer shall determine. The allottee accepts that the common areas, infrastructure and facilities of Spring Meadows may not be complete and/or operational as on the date of possession referred to herein.

- (g) Spring Meadows or its nominee or nominees reserves the right to be able to apply any part of the common areas, infrastructure and facilities of Spring Meadows to any purpose whatsoever at their sole discretion.
- (h) The allottee hereby authorizes and permits Spring Meadows to raise finance / loans from any financial institution / bank by way of mortgage / charge / securitization of his / her respective Bungalow or the receivables accruing or likely to accrue therefrom, subject to the Bungalow being made free of such encumbrance at the time of execution of the conveyance of the Bungalow.
- (i) All correspondences will be made with the allottee at the address for correspondence on the records of Spring Meadows initially indicated in his / her Application Form, unless changed. Any change of address shall have to be notified in writing to Spring Meadows at its registered office and acknowledgement obtained for such change. In case there are joint allottees, all communications shall be sent by Spring Meadows to the allottee whose name appears first and which shall for all purposes be considered as served on both the allottees. Communication sent by Spring Meadows shall be deemed to have been received by the allottee.
- (j) The Application Form, allotment of the Bungalow and delivery thereof is subject to the grant of permissions and clearances as may be required under the law. It is clarified that in the event such approvals / permissions / clearances are not obtained, the allotment of the Bungalow shall stand cancelled and all monies received by Spring Meadows till such date of cancellation shall stand refunded in full without interest and any deduction.
- (k) The Courts at Calcutta shall have exclusive jurisdiction in all matters concerning this transaction.
- (l) Spring Meadows, at its sole discretion, may relax or modify any of the conditions stated herein.

17. Disclaimer

Spring Meadows 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 service and any other eventualities beyond the control of Spring Meadows and the Applicant / allottee agrees to keep Spring Meadows and or its affiliates, officers, directors, employees, agents, members, servants saved, harmless and indemnified with regard thereto.

I / We have read and understood the above mentioned Terms and Conditions and agree to abide by the same.

Pradipta Das
SOLE/FIRST ALLOTTEE

✓ *Debasis Das*
SECOND ALLOTTEE

THIRD ALLOTTEE

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