

Ref.No. Aqua 3/Allotment/ _____

November ____, 20 ____

Sub : Provisional Allotment of Unit No. _____ on the _____ floor in Building having a Carpet area being _____ Sq.Ft. in the project “**Purti Aqua 3**” being developed at municipal holding No. 252-255/08/05 Block G, Dashadrone (Solua) within Ward No. 5 Bidhannagar Municipal Corporation with _____ Open/Covered/Basement car park and _____ Two-wheeler Parking Facility. (“Apartment”)

Dear Sir,

Please refer to the application for allotment of the aforesaid flat 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 Part - IV of Annexure II of the said Application form. You shall be bound to observe, fulfil and perform of all requirements, conditions and the Terms and Conditions contained in and annexed to the Application Form submitted by you in the manner and within the time stipulated therefor, which please note.

Thanking you,
Yours truly,

**For UTSAV VINIMAY PRIVATE LIMITED
CONFIRMED**

ACCEPTED AND

Authorized Signatory

(Signature of the Applicant)

M/s. UTSAV VINIMAY PRIVATE LIMITED

14, Netaji Subhas Road, 4th Floor,
Kolkata -700001

Unit No. _____

floor _____

Project "Purti Aqua 3"

***Municipal Holding No. 252-255/08/05 Block G, Ward
No. 05, within Bidhannagar Municipal Corporation***

Dear Sirs,

I/We am/are desirous of acquiring the aforesaid Unit at your project '**Purti Aqua 3**' which is under construction and being developed by you as Developer having been appointed as such by Sanjay Saha & Anr. (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 _____ 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
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ANNEXURE – I

Sl. No.	<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 : Indian NRI Person of Indian Origin Indian Entity Others
 Indian NRI Person of Indian Origin Indian Entity Others
.....
8. Phones : _____
_____ Fax : _____
_____ Fax : _____
9. Email : _____

10. GIR/PIO/OCI Number : _____

11. Photograph of Applicant(s)/ Director/ Partners/ Karta/ Trustees

- Note:**
1. In case of Guardian, the exact relationship and supporting evidence may kindly be furnished.
 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 above may be submitted separately.
 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 may kindly be annexed.

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

<u>Sl. No.</u>	<u>Particulars</u>	For Sole/Primary <u>Applicant</u>	For Joint <u>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	_____	_____
		_____	_____
		-----	P i n C o d e
		_____	_____
		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)
 applicant)

(Signature of Joint

ANNEXURE – II

PART-I
(DESIGNATED APARTMENT)

<u>SN</u>	<i>Particulars</i>							
	<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>	<i>e</i>	<i>f</i>	<i>g</i>	<i>h</i>
1	Floor	Unit No.	Carpet Area*	Balcony Area*	Open Terrace Area* (if applicable)	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: Open Independent/Open Dependent/Covered Independent/ Basement Independent/ 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 Designated Apartment to the Applicant/Allottee)</p>
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PART-III**TOTAL PRICE**

PRICE FOR THE DESIGNATED APARTMENT payable by the Applicant:
 R s . _____ (I n W o r d s)
 Rupees _____ and Taxes of Rs. _____

	Rate of Apartment per square feet(Package Price).
Unit No. _____	
Type _____	
Floor _____	
Exclusive balcony or verandah	
Exclusive Open Terrace	
Proportionate Common Area	

Preferential Location Charges	
Parking -1	
Parking – 2	
Total Price (in rupees) without Taxes	
Other Charges	As per Clause B of Part-IV below
Taxes	The Goods & Service Tax and any other applicable tax on the Consolidated Price shall be payable by the Allottee as per prevalent rates
Total Price in Rupees	

PART-IV

A. 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. _____
_____ % of the consideration as earnest money within 15 days of issuance of notice for possession of the Designated Apartment	Rs.

B. OTHER CHARGES AND DEPOSITS PAYABLE BY APPLICANT(S)

- (a) Allottee's share of the costs charges and expenses for procuring electricity connection by way of Transformer, Electric Sub-station for the Project, being the lumpsum of Rs. _____.
- (b) Allottee's share of the costs, charges, expenses for common generator and its accessories and providing for supply of power therefrom to the said Unit during CESC power failure, being the lump-sum of Rs. _____.
- (c) Allottee's share of costs, charges, expenses for the Club Facilities being a sum of Rs. _____.
- (d) Towards cost of Intercom being lumpsum of Rs. _____.
- (e) Allottee's share of the proportionate costs and charges for formation of Association being a sum of Rs. _____.
- (f) Documentation charges being a sum of Rs. _____ out of which 50% shall be paid simultaneously with the execution of the Agreement for sale
- (g) Fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees.
- (h) Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaking due to any subsequent legislation / government order or directives or 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 fire fighting code/ regulations.
- (i) Goods and Service Tax on the above amounts
- (j) The Allottee shall deposit and/or keep deposited with the Promoter a sum of Rs. _____ towards Deposit, free of interest, to remain in deposit with the Promoter to meet therefrom, in the event of default by the Allottee, payments of the maintenance charges and proportionate liability towards the other Common Expenses, municipal and other rates and taxes or any other outgoing relating to the Designated Apartment.
- (k) The Allottee shall pay to the Promoter a non refundable sum of Rs. _____ towards provisional Sinking fund to meet therefrom such expenses as be necessary or incidental for the maintenance upkeep and running of the Common Areas
- (l) Security Deposit and the expenses as may be required by WBSEDC **Limited** or other electricity provider for individual meter in respect of the Designated Apartment directly with WBSEDC **Limited** or other provider and proportionate share of the security deposit in respect of the common meter/s in respect of the Common Areas and payable to the Promoter on or before the notice for possession.

PART-V**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, **UTSAV VINIMAY PRIVATE LIMITED**, (hereinafter referred to as “**UNPL**”) and **UNPL** 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 **UNPL**, 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 **UNPL**.
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 **UNPL** at 14, Netaji Subhas Road, 4th Floor, Kolkata -700001 or at any other place as may be hereafter intimated by **UNPL**.
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 **UNPL** 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 14, Netaji Subhas Road, 4th Floor, Kolkata -700001.
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 agree that any information provided by the applicant may be utilized by UNPL, without any claim or objection by the Applicant.
10. That in the event UNPL 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 UNPL 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 compliances 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 UNPL, 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 UNPL.
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 UNPL 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 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 UNPL with the consent of the applicant.
16. All taxes, levies, imposition, stamp duties, registration fees, goods and service tax, 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)