

LOUDEN DEVELOPERS LLP
Mansarowar, 3B Camac Street,
Kolkata-700016

Unit No. _____
floor _____
Block _____
Project "Loudon Star"
Premises No. 21 B, Dr. U.N. Bramachari Street, Kolkata

Dear Sirs,

I/We am/are desirous of acquiring the aforesaid Unit at your project '**Loudon Star**' which is under construction and being developed by you as Developer having been appointed as such by Rutt Deen Private Limited & Ors. (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.

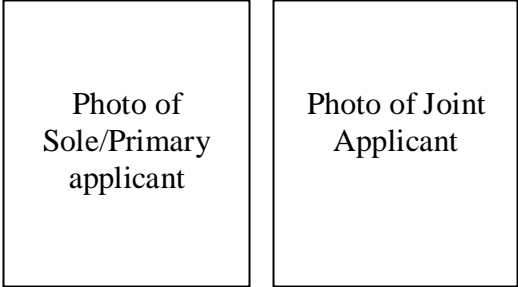
I/We would be pleased if our application results in a successful allotment in our favour.

(Signature of Sole/Primary applicant)

(Signature of Joint applicant)

Place:

Date:



ANNEXURE - I

Sl. No.	Particulars	<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/Trustee :	_____	_____

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3. PAN NO.	:	_____	_____
4. Occupation (for individuals only)	:	_____	_____
5. Address/Registered Office	:	_____	_____
6. Date of Birth/Incorporation	:	_____	_____
7. Nationality	:	<input type="checkbox"/> Indian <input type="checkbox"/> NRI <input type="checkbox"/> Person of Indian Origin <input type="checkbox"/> Indian Entity <input type="checkbox"/> Others	<input type="checkbox"/> Indian <input type="checkbox"/> NRI <input type="checkbox"/> Person of Indian Origin <input type="checkbox"/> Indian Entity <input type="checkbox"/> Others
8. Phones	:	_____	_____
		Fax : _____	Fax : _____
9. Email	:	_____	_____
10. GIR/PIO/OCI Number	:	_____	_____
11. Photograph of Applicant(s)/ Director/ Partners/ Karta/ Trustees		<div style="border: 1px solid black; width: 180px; height: 100px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 180px; height: 100px; margin: 0 auto;"></div>

- 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>	<u>For Sole/Primary Applicant</u>	<u>For Joint 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	_____	
		_____ Pin Code _____	
		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)

(Signature of Joint

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>	<i>i</i>	<i>j</i>	
1	Block (Said Building)	Floor	Unit No.	Carpet Area*	Balcony Area*	Carpet Area of Servant Quarter* (if applicable)	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 /Covered Independent/Basement Independent/ Mechanical/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:
 Rs. _____ (In Words) Rupees _____

Block/Building/Tower No. _____	Rate of Apartment per square feet. *
Apartment No. _____ Type _____ Floor _____	
Exclusive balcony or verandah	
Exclusive Open Terrace	
Proportionate Common Area	
Preferential Location Charges	
Parking - 1	
Parking - 2	
Other Charges	As per schedule of the Agreement for sale
Consolidated Price (in rupees) without Taxes ("Consideration")	
Taxes	The Goods & Service Tax and any other applicable tax on the Consolidated Price shall be payable by the Allottee/Applicant as per prevalent rates
Total Price	Sum total of Consolidated Price, 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._____
20% of the Consideration payable on completion of foundation of the building	
10% of the Consideration payable on casting of the first floor of the building	
10% of the Consideration payable on casting of the third floor of the building	
10% of the Consideration payable on casting of the fifth floor of the building	
10% of the Consideration payable on casting of the ninth floor of the building	
10% of the Consideration payable on casting of the thirteenth floor of the building	
10% of the Consideration payable on casting of the eighteenth floor of the building	
10% of the Consideration payable on completion of the brickwork of the unit allotted	
10% of the consideration within 15 days of issuance of notice for possession of the Designated Apartment	Rs.

OTHER CHARGES AND DEPOSITS PAYABLE BY APPLICANT(S)

1. For electric connection to the said Building for the payment made to CESC Limited for providing HT/LT line, Transformer, Electric Sub-Station, LT Panel, Capacitor Bank, expenses for cabling, ancillary equipment being a sum of Rs. 80/- per sq ft of the Super Built Area of the Unit.
2. One-time payment of the costs, charges and expenses for Generator being a sum of Rs. 100/- per sq ft of the Super Built Area of the Unit..
3. Documentation charges being a sum of Rs. 35/- per sq ft of the Super Built Area of the Unit out of which 50% shall be paid simultaneously with the execution hereof
4. Goods and Service Tax on the above amounts.
5. Security Deposit and the expenses as may be required by CESC Limited or other electricity provider for individual meter in respect of the Designated Apartment directly with CESC Limited or other provider and proportionate share of the security deposit in respect of the common meter/s in respect of the Common Areas.
6. The Allottee shall deposit and/or keep deposited with the Developer/Maintenance In-charge a sum of Rs. 50/- per sq ft of the Super Built Area of the Unit towards Deposit, free of interest, to remain in deposit with the Developer to meet therefrom, in the event of default by the Allottee, in making payment 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.
7. The Allottee shall pay to the Developer a non refundable deposit of Rs. 250/- per sq ft of the Super Built Area of the Unit towards provisional Sinking fund to meet

therefrom such expenses as be necessary or incidental for the maintenance upkeep and running of the Common Areas.

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, Louden Developers Limited Liability Partnership, (hereinafter referred to as "**LDLLP**") and **LDLLP** 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 **LDLLP**, 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 **LDLLP**.
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 **LDLLP** at Mansarowar, 3B Camac Street, Kolkata-700016 or at any other place as may be hereafter intimated by **LDLLP**.
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 LDLLP 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 Mansarowar, 3B Camac Street, Kolkata-700016.
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 LDLLP, without any claim or objection by the Applicant.
10. That in the event LDLLP 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 LDLLP 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 LDLLP, 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 LDLLP.

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 LDLLP 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 LDLLP 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)