

Date : _____

Customer ID No.

Sub : Provisional Allotment of Unit No. ____ on the ____ floor in Block ____ having a Carpet area of ____ Sq. Ft. and balcony/verandah area of ____ sft. and open terrace area of ____ sft. in the project “ _____ ” being developed at _____ with _____ Open/Covered/Basement/Mechanical Car Parking Facility. (“Apartment”).

Dear Sir,

Please refer to the application for allotment of the aforesaid apartment 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 (Part IV) for the Price mentioned in Part - III 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 (Part V) contained in and annexed to the Application Form submitted by you in the manner and within the time stipulated therefore, which please note.

Welcome to the family of MORYA.

Thanking you,
Yours faithfully,

For SUGAM DIAMOND ABASAN LLP.

ACCEPTED AND CONFIRMED

Partner

(Signature of the Applicant)

Unit No. _____
floor ____
Block _____
Project "Morya"
Premises No. 88A Basanta Lal Saha Road,
P.O. New Alipore, P.S. Behala,
Kolkata-700053

Dear Sirs,

I/We am/are desirous of acquiring the aforesaid Unit at your project '**Morya**' which is under construction and being developed by you as Developer having been appointed as such by Sugam Griha Nirmaan Ltd & others being the 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 conveyance 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 **Sugam Diamond Abasan LLP Payable at Kolkata** towards a portion of the total booking amount of 10% of total price of Rs. ____ payable by me.

I/We wish/do not wish to apply for Parking Facility for _____ open/covered/basement/mechanical car parking space.

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.	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/Trustees	: _____	: _____
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	: <input type="checkbox"/> Indian <input type="checkbox"/> NRI <input type="checkbox"/> Person of

	Indian Origin <input type="checkbox"/> Indian Entity <input type="checkbox"/> Others	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. There can be a maximum of three applicants and 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:**
- Kindly annex a photocopy of the first four and last four pages of the passport of each applicant and also the Aadhar / Pan Card of each applicant
 - 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 applicant)

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>_____ Parking Facility: Open / Covered/ Basement/Mechanical (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 15 days from the date of application less amount paid on application	Rs.
10% on Signing of agreement within 30 days of application and GST as applicable	Rs.
10% on Completion of Pile Foundation of the specific tower and GST as applicable.	Rs.
10% immediately on completion of 1st floor roof casting and GST as applicable.	Rs.
5% immediately on completion of 4th floor roof casting and GST as applicable.	Rs.
5% immediately on completion of 7 th floor roof casting and GST as applicable.	Rs.
5% immediately on completion of 10 th floor roof casting and GST as applicable.	Rs.
5% immediately on completion of 14th floor roof casting and GST as applicable.	Rs.
10% immediately on completion of roof casting and GST as applicable.	Rs.
10% immediately on completion of Brickwork/Walls of the booked unit and GST as applicable.	Rs.
10% immediately on completion of flooring of the booked unit and GST as applicable.	Rs.
10% on or before possession and GST as applicable	Rs.

** TDS @ 1% will be applicable (As per applicable Law)

** GST @ 12% will be applicable (As per applicable Law)

*** GST @18% on Extras and Deposits will be applicable (As per applicable Law)

EXTRAS PAYABLE BY THE ALLOTEES

EXTRAS AND DEPOSITS : In addition to the consideration payable by the Purchaser to the Developer as stated hereinabove, the Purchaser shall, before the Deemed Date of Possession / Date of Commencement of Liability or the date of demand by the Developer, whichever be earlier, also pay on the Built-Up Area of the Flat/Unit:

1.1 Extra Charges:

i. Additional cost of Amenities per unit to be paid by the Purchaser on or before taking of possession of flat/Unit/apartment.

a) Charges for legal documentation payable at the time of the agreement is Rs. 10/- per square feet.

b) Charges for legal documentation payable at the time of conveyance is Rs. 10/- per square feet.

- c) Window grills are mandatory at extra cost and such costs are to be paid at the time of the roof slab casting.
- ii) Betterment fees, development charges and other levies taxes duties and statutory liabilities that may be charged on the Housing Complex or the said flat / apartment or on transfer or construction thereof, partially or wholly, as the case may be, to the Developer or the authority concerned (as the Developer may direct).
- iv) For Generator provision (stand by) for flats
 a) 1.00 KVA for 2 BDR flats @Rs. 45/- per square feet
 b) 1.25 KVA for 3 BDR flats @Rs. 45/- per square feet
 c) 1.50 KVA for 4 BDR flats @Rs. 45/- per square feet.
- v) For CESC Transformer and high-tension line, line expenses up L.T. Line, Cables, cost including transformer surcharges and contractor charges @ Rs. 45/- per square feet
- vi) The costs & fees in relation to formation of Association/Co operative Society/Private Limited Company for the maintenance of the complex @ Rs. 3/- per square feet.
- vii) One time consideration for the Club facilities of the project @ Rs. 100/- per square feet.
- viii) The Purchaser will be required to pay, on demand, to the Developer or to the Concerned Authorities, as may be so decided by the Developer, the applicable stamp fees and registration fees and incidental expenses on execution and registration of this agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof and also all statutory charges payable including the charges of the copywriter for copying of such documents and expenses incidental to registration. The Purchaser is aware that stamp duty on this agreement is payable on ad-valorem basis on the market value of the said Unit and the Purchaser is bound to register this agreement, failure to do so will be construed as default on part of the Purchaser.
- ix) Goods & Services Tax (GST) at the applicable rate and any other tax, duty, levy etc., by whatever name called, that may hereafter be imposed / made applicable by the government / authorities.

Nothing contained above shall affect or derogate the right of the Developer to claim any amount on account of Extras and Deposits at any time after the delivery of possession in case the Developer delivers possession of the said Unit without receiving the same and the Purchaser shall be liable to pay all such amount within 30 (thirty) days of receiving a notice from the Developer in this behalf.

DEPOSITS PAYABLE BY THE ALLOTEES

- 1) Advance Maintenance Charges calculated @ Rs. 4.50/- per square feet per month alongwith applicable GST to the Developer / Maintenance Company / Association (as the Developer may direct).
- 2) Interest Free Sinking Fund calculated @Rs. 33 per square feet alongwith GST (as may be applicable) to the Developer / Maintenance Company / Association (as the Developer may direct).

- 3) The full amount of Security Deposit and other costs payable to electricity authorities for obtaining direct electric meter in respect of the said Unit and proportionate share of the total amount of Security Deposit and other costs payable to the electricity authorities for the electric meter/s for maintenance lighting running and operating common areas and installations. It is clarified that the obligation of obtaining direct electric meter in respect of the said Unit shall be that of the Purchaser.

Any of the aforesaid payments and/or deposits to be made by the Purchaser shall not carry any interest.

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, _____, (hereinafter referred to as “____”) and ____ may accept or reject any application without assigning any reason therefore. The Applicant agrees that in the event of non-acceptance/ rejection of the Application by **Sugam Diamond Abasan LLP**, 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 the Promoter.
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 Sugam Diamond Abasan LLP at Kolkata or at any other place as may be hereafter intimated by Sugam Diamond Abasan LLP.
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 Sugam Diamond Abasan LLP 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 second applicant 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 Kolkata.
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 Conveyance 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 more fully 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 Sugam Diamond Abasan LLP, without any claim or objection by the Applicant.
10. That in the event Sugam Diamond Abasan LLP 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 Sugam Diamond Abasan LLP which, if different from such Annexure II, shall be verified and satisfied by the Applicant before the signing of agreement and (b) observe, fulfil and perform of all requirements, conditions and these Terms and Conditions contained in the manner and within the time stipulated therefore; which all be of essence for execution of the agreement. 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, the provisional allotment if made in favour of the Applicant may be cancelled by Sugam Diamond Abasan LLP in its discretion, without being required to assign any reason whatsoever or howsoever therefore. 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 Sugam Diamond Abasan LLP.
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 owners (Sugam Griha Nirmaan Ltd & others) and development and related rights of Sugam Diamond Abasan LLP 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 lose 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 and format conveyance deed both of which have been provided to the Applicant together with any modifications thereof made by Sugam Diamond Abasan LLP 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, conveyance deed 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)**