

THE LEVELZ APPLICATION FORM

Apartment No. _____

Duplex Type: Upper () Lower ()

Block _____

Project "The Levelz"

Premises No. 69/1 Prince Bakhtiar Shah Road, P.S.-Charu Market, Kolkata- 700033 (said Apartment)

Dear Sirs,

I/We am/are desirous of acquiring the Duplex No. _____ on the _____ floor, in Block ____ having carpet area of approximately _____ sq.ft. more or less, chargeable built up area of _____ sq.ft more or less; alongwith a balcony for exclusive use of _____ square feet more or less; along with open terrace for exclusive use of _____ square feet more or less; along with _____ number of covered car parking spaces (hereinafter collectively referred to as the "**said Apartment**") in your project "**The Levelz**" which is under construction and being developed by you as the Developer. I/we am/are aware that the Total Price of the said Apartment is Rs. [■]/- (Rupees [■] only) comprising of (i) a sum of Rs. [■]/- (Rupees [■] only) towards consideration of the said Apartment (Unit Price) (ii) a sum of Rs. [■]/- (Rupees [■] only) towards applicable Goods and Service Tax (GST) and (iii) a sum of Rs. [■]/- (Rupees [■] only) towards Extra Charges. (Extras). The Total Price is payable in accordance to the Payment Schedule contained herein.

I/We am/are also aware that in addition to the Total Price as aforesaid , I/we will also be required to pay / deposit the following amounts prior to the registration of the Deed of Conveyance in my/our favour in terms of the Payment Schedule:

1. Charges on account of installation of Generator, Electricity Transformer, LT/ HT Line, Electrical Sub-Stations, etc. in common to the project and other related infrastructure which shall serve for common utilities of the project and connections made inside the Apartment (if any).
2. Cost/Deposit for obtaining the common area electricity meter from the electricity supply company.
3. Charges for mutation and separate assessment of the Said Apartment, mutation fee, if any, and other miscellaneous charges and incidental charges in relation thereto.
4. Applicable Stamp Duty, Registration fees, legal fees, and allied expenses as may be assessed by the registration authorities towards registration of the Agreement for Sale and the Deed of Conveyance and such other Deeds or Documents, as may be required to be executed and/or registered in pursuance of the allotment of the Apartment in my/our favour.
5. Costs for installation of MS Grill for the windows if required as per design given by the architect , together with applicable taxes (if any)
6. Cost of supply and installation of VRV / VRF air conditioner (ODU) out door unit if any together with

applicable taxes.

7. Interest free Maintenance Deposit and Sinking Fund amounting to Rs. [■]/- (Rupees [■] only) together with applicable taxes (if any).
8. Interest free common area maintenance charges (CAM) together with applicable taxes (if any). I/we are also aware that the CAM charges shall be calculated on the estimated cost to be finalized at the time of possession.

I/We have been made aware of the proposed project and have independently perused the sanctioned plan, the proposed payment plans and Terms and Conditions for allotment, the formats of Agreement for Sale and Deed of Conveyance for transfer of the said Apartment. 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 said 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. _____ Rs.10,00,000/- (Ten Lacs only) towards the Initial Booking Amount in favour of **Levelz Apartments LLP payable at Kolkata**

I/We would be pleased if my/our application results in a successful allotment in my/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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Sl. No.	Particulars	<u>Sole/Primary Applicant</u>	<u>Joint Applicant</u>
1.	Full Name – Mr./Ms./Messrs	: _____	_____
1.1	Status	: <input type="checkbox"/> Individual <input type="checkbox"/> Private Limited Company <input type="checkbox"/> HUF <input type="checkbox"/> Public 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"/> Public Limited Company <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Trust <input type="checkbox"/> Others
1.2	In case of person other than individuals - name of Directors/ Partners/ Karta/ Trustees	: _____	_____
2.	Name of Father /Husband/ Legal Guardian of Individuals/Directors/Partners /Karta/Trustees	: _____	_____
3.	Address/Registered Office	: _____ P.O. _____	_____ P.S. _____
4.	Date of Birth/Incorporation		
5.	PAN NO. AADHAR NO.		
6.	Occupation (for individuals only)	: _____	_____
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 :	_____	_____
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;"></div>	<div style="border: 1px solid black; width: 180px; height: 100px;"></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: _____	
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 and also a copy of OCI Card/ Pan Card 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 applicant)

GENERAL TERMS AND CONDITIONS:

The terms and conditions as enumerated herein shall apply only till execution of the Agreement for Sale whereupon such Agreement for Sale shall supersede all the terms and conditions mentioned hereinafter.

1. The application is only a request by the applicant (s) for allotment of the said Apartment and does not create any right whatsoever or howsoever in favor of the Applicant (s). The allotment of any apartment to any eligible applicant shall be at the sole discretion of _____, (hereinafter referred to as "**Developer**"). The Developer 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 the Developer, the portion of booking amount being the Initial Booking Amount paid by the Applicant will be refunded without any interest, cost, damage etc., and without any other liability or obligation upon the Developer.
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 firm 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 Form and the Initial Booking Amount has to be submitted at the registered office of the Developer at Kolkata or at any other place as may be hereafter intimated by the Developer.
5. Any application shall automatically stand cancelled by the Applicant in case of non-execution of the agreement for sale (Agreement) within 30 days from the date of the Allotment Letter. In such cases the agreed liquidated damages for such breach being not more than 10% (Ten percent) of the Unit Pricewill be forfeited by the Developer and the Allottee/Applicant shall have no rights and/or claims in respect of the said Apartment.

6. 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.
7. 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).
8. The application can be withdrawn at any time before allotment of the said Apartment. In all such cases, the Developer is entitled refund the complete application money paid by the applicant without interest within 45 days of such acceptance of cancellation.
9. It is agreed that the Apartment shall be provisionally allotted only upon acceptance of this Application by the Developer and the Agreement for Sale shall be entered into only after remittance of the Booking Amount (being 10% of the Unit Price) within 30 (thirty) days from the date of such Allotment Letter. In the event of the Developer agreeing to provisionally allot the said Apartment, the applicant agrees to pay further installments of the Total Price and all other dues as stipulated in the Application/Payment Plan/ Agreement For Sale or as may be varied in accordance to the agreed terms and conditions as enumerated in the Agreement for Sale failing which the Developer may at its discretion be entitled to cancel the allotment in accordance to the provisions of the Agreement for Sale.
10. In the event of failure to pay the due amounts as per the demand / intimation sent, the Applicant will become liable to pay interest at the rate specified in the West Bengal Housing Industry Regulation Act, 2017 to the Developer on the amounts due and payable from the respective due dates of such payment till the date it is paid in its entirety. If however, such payment is not made within a period of 60 days after the first default, the Developer shall be entitled to cancel the allotment and refund all amounts received until then after deducting therefrom agreed liquidated damages for such breach being not more than 10% (Ten percent) of the Unit Price in addition to any other charges payable till registration by way of cancellation charges. No further claims whatsoever, shall be tenable in the event of cancellation of the allotment.
11. The Applicant shall be entitled to receive possession of the said Apartment only upon prior payment of all dues including the Total Price of the said Apartment and also upon due compliance with and/or performance of all the covenants, undertakings and obligations required to be complied with and/or performed on his part in pursuance of this Application and the Agreement for Sale. The obligation to make over possession of the said Apartment shall arise only thereafter.
12. The Developer is entitled to reject applications containing information that is incorrect or misleading even after the provisional allotment has been made. In such cases, the Developer will refund without any interest all amounts received till that date.
13. Any changes / directions / conditions imposed by any competent authority at any stage of construction shall be binding on the Applicant as well as all other applicants who have signed similar application forms, without the requirement of any formal approval or consent from Applicant or other applicants for making any changes.
14. The Applicant shall use the said Apartment, if allotted, for residential use only in the manner

permitted by the Developer.

15. The Applicant shall become a member of the Association/ Maintenance Body of all the allottees of apartments in "The Levelz" to be formed at the instance of the Developer for maintenance and shall follow the rules, regulations and bye laws made by the Developer for the maintenance and user and shall execute all necessary documents as and when required and called upon to do so by the Developer.
16. In case of joint applicants, 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.
17. The applications and any provisional allotment shall be strictly nontransferable by any Applicant to any other person.
18. The personal details provided 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 Levelz Apartments LLP, without any claim or objection by the Applicant.
19. That in the event Levelz Apartments LLP decides to allot the said Apartment in the project such allotment shall be provisional and subject to these Terms and Conditions and the Applicant shall be bound to (a) pay the amounts as per the Payment Plan hereunder written (b) observe, fulfill and perform of all requirements, conditions and these Terms and Conditions contained in the manner and within the time stipulated therefore; which shall be of essence for execution of the Agreement. Moreover, until execution of the Agreement, the provisional allotment if made in favour of the Applicant may be cancelled by Levelz Apartments LLP in its discretion, without being required to assign any reason whatsoever or howsoever therefore. In the event of such cancellation by the Developer, the Initial 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 Levelz Apartments LLP.
20. Once the Agreement is executed, the same shall supersede this application and all terms and conditions hereof.
21. 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 transferred by the Allottee.
22. 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).

23. Courts having territorial jurisdiction alone shall have jurisdiction to entertain or try any dispute arising out of this application.

I / We hereby also declare and confirm that:

1. I/We accept and agree to abide by the Terms and Conditions mentioned above and the 'Payment Schedule' hereunder.
2. I/we have clearly understood that this Application Form for provisional allotment will not make me/us entitled to final allotment of any apartment even after you acknowledge the receipt of the Initial Booking Amount.
3. I/We further confirm that this application will be effective only after I/we accept, sign and execute the Agreement in the standard format as may be provided by you and/or your Advocates without which this application will not confer any rights on me/us. The allotment shall become final only upon my/our fulfillment of all the conditions set out in the Agreement and upon making the full and final payment as per the Payment Schedule contained herein .
4. I/We further agree to sign and execute necessary documents as and when required by you.
5. If, however, I/we fail to execute and return the Allotment Letter and the Agreement for Sale within the period prescribed therefore, the allotment may be treated as cancelled at your sole discretion and the agreed liquidated damages for such breach being not more than 10% (Ten percent) of the Unit Price will be forfeited by you.
6. In the event I/we am/are allotted an apartment, I/we unconditionally agree to pay all sums due in terms of the Payment Schedule within the due dates of their payments as set out in the Payment Schedule hereunder and in the Agreement and not dispute the cancellation, if cancelled at your sole discretion, if I fail to pay any of the amounts due on time or violate any of the terms and conditions of the Agreement.
7. I/We hereby give my/our irrevocable consent to become a member of the body of the owners to be formed in accordance with the applicable laws and will be subject to other applicable statutory laws, rules and by-laws and to execute necessary documents as and when required in conformity with the requirements stipulated by you.
8. I/We solemnly declare and undertake to use the apartment to be allotted to me/us for residential purposes only.
9. I/We hereby solemnly declare that all the foregoing statements are true to the best of my/our knowledge and that nothing relevant has been concealed or suppressed. I/We also undertake to inform you of any future changes related to the information and details shown in this Application Form.
10. I/we hereby confirm and agree that I/we shall be jointly and severally liable for due compliance and fulfillment of my/our obligations in respect of purchase of the said Apartment. I/we further agree that time for making payment of all consideration monies and other amounts as and when demanded by you shall be of essence.
11. I/We have signed the Application Form after having read and understood its meaning and purport and hereby confirm and accept that all previous Application Form / papers signed / delivered by me to you for the apartment, if any, shall stand void and cancelled after signing & delivering this Application Form to you.

12. I/We acknowledge that the you have readily provided all the information and clarifications as were requisitioned by me/us and that none of them have been influenced by any architect's plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written and/or oral made on your behalf or on behalf of your selling agents or otherwise including, but not limited to, any representations relating to the description or physical condition the Project, the size or dimensions of the Property including all their physical characteristics, the services to be provided thereto, the facilities and/or amenities to be made available thereto or any other data except as specifically represented in this Application, Presentation/Brochure and/or Application Form and that I/We have relied solely on my/our own judgment and investigation in deciding to acquire the said Apartment and not by any oral or written representations or statements.
13. I/We confirm to have full knowledge of all the relevant laws, rules, regulations, notifications etc. applicable to such projects in general and/or to the Project in particular and the terms and conditions contained in this application and that I/we have clearly understood my/our respective rights, duties, responsibilities, obligations under each and every clause of this application.
14. I/We hereby solemnly declare that all the foregoing statements are true to the best of my/our knowledge and that nothing relevant has been concealed or suppressed. I/We also undertake to inform you of any future changes related to the information and details shown in this Application Form.
15. You are authorized to make all correspondence with or to me/us at the address for correspondence or the registered e mail id in your records initially indicated in the Application Form, unless changed. Any change of address shall have to be notified in writing to your office and acknowledgement obtained for such change. I / We agree that all communication shall be sent by you to the details of the person whose name appears in the "Contact for Correspondence" in the Application Form shall for all purposes be considered as served on the Allottees / both Allotees, in case of application made by Joint Applicants .
16. I/We have signed the Application Form after having read and understood its meaning and purport and hereby confirm and accept that all previous application Form /papers signed/delivered by me to you for the said Apartment, if any, shall stand void and cancelled after signing & delivering this Application Form to you.

Thanking You,

Yours faithfully,

Signature of Sole/First Applicant

Name:

Place:

Date:

Signature of Joint Applicant

Name:

Place:

Date

PAYMENT SCHEDULE

SL No.	Particulars	Payment Details
1	On Application	Rs. 10,00,000/- (Initial Booking Amount)
2	On execution of FSA	10% of Consideration (Booking Amount) (less Initial Booking amount) + GST+ 50% of the Extras with applicable GST
3	On completion of Foundation of the said block	10% of consideration + GST
4	On completion of 1 st floor casting of the said block	10% of consideration + GST
5	On completion of 3 rd floor casting of the said block	10% of consideration + GST
6	On roof casting of the said block	10% of consideration + GST
7	On Completion of block work of the said Apartment	10% of consideration + GST
8	On Completion of outside plaster of the said block	10% of consideration + GST
9	On flooring of the said Apartment	10% of consideration + GST
10	On commencement of lift installation of the concerned block	10% of consideration + GST
11	On offer of possession of said unit	10% of consideration + GST +Balance 50% of the Extras with applicable GST+ Other payable charges on Actuals together with GST.

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

** GST @ 5% will be applicable (As per applicable Law)

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

- i) The Applicant will be required to make all payments on demand, to the Developer as per the Payment Schedule from time to time. Applicable Stamp Duty, registration fees and incidental expenses on registration of the Agreement for Sale and the Deed of Conveyance and other documents (if any) to be executed and/or registered in pursuance hereof and all statutory charges payable including the charges of the copywriter for copying of such documents and any other expenses incidental to such registration. The Applicant is aware that Stamp Duty on the Agreement for Sale is payable on ad-valorem basis on the market value of the said Apartment and the Applicant is bound to register the Agreement, failure to do so will be construed as default on part of the Applicant.
- ii) The Applicant shall be liable to pay the 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.