

**APPLICATION FORM FOR ALLOTMENT OF A RESIDENTIAL APARTMENT IN
PURTI HASTINGS**

Reference No.: _____

Application Form No.: _____

To
Pansari Developers Limited
14, N.S. Road,
P.O. –GPO,
P. S. – Hare Street,
Kolkata – 700 001

Dear Sir,

Please provisionally enroll me / us as an applicant for allotment of Residential Apartment No. _____ on the _____ floor, carpet area of approximately _____ sq.ft.,; along with a balcony for exclusive use of _____ square feet along with terrace of _____ sq.ft and along with _____ number of _____ open/covered car/two-wheeler parking spaces along with servant quarter, if any, (all hereinafter, in short, collectively referred to as the “**said Apartment**”) comprised in the Block named _____ in your complex to be known as “_____” proposed to be constructed at / being constructed at 9/1B, Bakery Road, Kolkata -700022. Our particulars are contained in the Purchaser Information Sheet.

My/our account payee pay order / demand draft / cheque bearing No. _____ dated _____ drawn on _____ Bank, _____ Branch, _____ / Payment Advice / UTR No. (for NEFT / RTGS payment) for Rs. /- (Rupees only) in your favour is enclosed herewith, which may kindly be treated as the **Initial Booking Amount**.

I/We confirm that I/we are aware and have also read and understood the meaning and purport of the Application Guidelines for making this application, which are as follows:

1. This Application Form is being submitted by me / us to you at your registered office / project site office along with the demand draft / pay order / cheque mentioned above and/or a copy of the NEFT / RTGS payment advice for the said sum of Rs._____, being an advance paid by me/us to you towards Initial Booking Amount for the said Apartment sought to be booked by me/us and which Apartment may be kindly allotted to me/us.
2. I/we am/are aware that the allotment of the said Apartment, if made, will be based on a “first come first allotted” basis and subject to availability. In case of non-availability of the said Apartment, you may offer to allot any other apartment of a similar size in the complex. In case I/we fail/refuse to accept such alternative offer, you

shall be entitled to reject my/our application and refund the application money received, without interest, without assigning me / us any reason whatsoever. You shall also be entitled to reject at your sole discretion my/our application and refund the Initial Booking Amount, without interest and without assigning any reason.

3. I/we am/are aware that if I/we/any of us is/are the holder of a Person of Indian Origin (PIO Card) or is a Non-Resident Indian (NRI), my/our application(s) should be made in conformity with the applicable laws, rules and/or regulations governing transactions for acquisition of immovable property by such persons and it shall be me/our responsibility to ascertain and fulfill all regulatory requirements including those governing foreign exchange transactions and to ensure compliance with the same.
4. I/We may withdraw my/our application at any time before entering into an Agreement for Sale in respect of the said Apartment. I/we further state that if I/we failed to execute and register Agreement for Sale as and when called for or within the period as prescribed hereinbelow the allotment may be treated as cancelled at your sole discretion.
5. I/ We agree that in the event I/we do not remit the **Balance Booking Amount** within **15 days** from the date of this Application Form, you shall be entitled to cancel my booking without any intimation to me.
6. I / We agree that the Apartment shall be provisionally allotted to me and the agreement for sale of the Apartment (ASA) shall be entered into only on I/ We remitting the full 2nd Milestone as per Annexure A (being **10%** of the Unit price + GST) within 30 (thirty) days from the date of this Application Form. In the event of you agreeing to provisionally allot the Apartment to me/us I/We agree to pay further installments of the Total Consideration and all other dues as stipulated in the Annexure A/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 you may at your discretion be entitled to cancel the allotment in accordance to the provisions of the agreement for sale.
7. If I/we after execution of the ASA, fail to pay the due amounts to you as per the demand / intimation sent to me/us through post or e-mail, I/we will become liable to pay interest at Prime Lending Rate of the State Bank of India plus two percent per annum or such rate as specified in the West Bengal Housing Industry Regulation Act, 2017 to you 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, you shall at your discretion, be entitled to cancel my/our application and refund all amounts received until then after deducting therefrom service charges / agreed liquidated damages for such breach calculated @10% (Ten percent) of the Unit price of the said Apartment, plus applicable taxes, in addition to all other charges and statutory charges as may be paid or payable. I/we shall neither make, nor shall claim, any claim for any damages, whatsoever, shall be tenable in the event of cancellation of the allotment.

8. Upon my/us making payment of the entire Booking Amount and realization thereof of an Agreement for Sale of the Apartment (**ASA**) containing the terms and conditions agreed between you and me/us will be prepared, and I/we shall be required to sign and register the same on the day of issuance of such Agreement for Sale to me/us without any delay or demand, along with the payment as per the terms of the said ASA.
9. I/we agree that I/we shall be entitled to receive possession of the said Apartment only upon prior payment of all my/our 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 my/our 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.
10. You will also be entitled to reject applications containing information that is incorrect or misleading even after you have made the provisional allotment and/ or ASA. In such cases, you will refund all amount paid till date after deducting 10% (Ten percent) of the unit price of the said Apartment being the entire Booking Amount, plus applicable taxes, in addition to all other charges and statutory charges as may be paid.
11. Any changes / directions / conditions imposed by any competent authority at any stage of construction shall be binding on me/us as well as all other applicants who have signed similar application forms, without the requirement of any formal approval or consent from me/any of us for making any changes. If an application for provisional allotment of any apartment is required to be cancelled for such change of plans, you will refund all amounts paid by me/us. However, no interest would be payable on such amount / amounts.
12. I/We agree not to transfer our allotment for 12 calendar months (lock-in period) following the date of the allotment and such allotment shall be non-transferable during such period. After this "lock-in" period, I/we may transfer the allotment subject to your prior written approval and upon I/we paying to you a transfer fee of 2% of the Unit Price or the Nomination Price; whichever is higher + taxes (as applicable on that date) until registration for the allotted Apartment. I/ we understand that on such nomination the amounts already paid towards Stamp Duty and registration fee for my/ our ASA is nonadjustable or nonrefundable; and that the new nominee/ transferee shall have to pay the Stamp Duty and Registration fees applicable for execution of new ASA.
13. I/we will be free to withdraw my/our application and cancel the allotment at any time after execution of the ASA but before the possession of the said Apartment is made over to me/us. In such a case, you will refund the entire amounts paid by me/us to you till the time of such withdrawal / cancellation without any interest but after deduction of 10% (Ten percent) of the total price of the said Apartment,

plus applicable taxes, in addition to all other charges and statutory charges as may be paid or payable.

I / We hereby also declare and confirm that:

1. I/We accept and agree to abide by the Application Guidelines mentioned above and the Annexure A / 'Price and Payment Schedule' to be prescribed by you.
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 Application Money and/or upon execution of the Agreement for Sale.
3. I/We further confirm that this application will be effective only after I/we accept, sign and execute the Agreement for Sale on 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 for Sale, and upon making the full and final payment as per the Payment Schedule contained in the Agreement for Sale.
4. I/We further agree to sign and execute necessary documents as and when required by you.
5. In the event I/we am/are allotted an Apartment, I/we unconditionally agree to pay all sums due in terms of the Price and Payment Schedule and/ or Annexure A, within the due dates of their payments as set out in the Agreement for Sale and not dispute the cancellation and/ or deduction, 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 for Sale.
6. 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.
7. I/We solemnly declare and undertake to use the apartment to be allotted to me/us for residential purposes only.
8. I/We solemnly declare and undertake that I/we shall nominate one or more persons (the "Nominees") to be named in the Conveyance Deed or at any time after the execution of the Application but prior to registration of the Conveyance Deed. In the event of the demise of a single Allottee or of all the joint/multiple Allottees, the Nominees or any other person/persons, who can substantiate his/their being the legal heir/s of the deceased Allottee / Allottees shall be deemed to be the Allottee/s for all purposes and will become liable for all the obligations of and be enti-

tled to all the rights of such deceased Allottee / Allottees. The Nominee/Successor shall without limitation, become liable to make all the payments that the deceased Allottee was obliged to have made, and only after making all the payments would the Said Nominee / Successor become entitled to have the said Apartment transferred in his/her favour, and be entitled to the payments the deceased Allottee would have received in case of cancellation of the Allotment, for whatsoever reasons.

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 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 of 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. 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 this 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/multiple Applicants.

Thanking You,

Yours faithfully,

Signature of Sole/First Applicant

Signature of Joint/multiple Applicants

Name:

Name:

Place:

Place:

Date:

Date