



Date:



APPLICATION FOR ALLOTMENT

Application No. - BVLLP -

		/		
		/		
Applicant 1		Applicant 2		Applicant 3
1.PROJECT DETAILS				
PROJECT NAME				
PROJECT RERA REGISTRATION NO.				
BLOCK / WING / TOWER				
SALEABLE AREA: VALUE (Per SQFT)				
CARPET AREA: IN SQ.FT.				
EXCLUSIVE OPEN TERRACEAREA*/GARDEN AREA IN SQ.FT.				
BALCONY AREA	IN SQ.FT.			
EXCLUSIVE OPEN TERRACE AREA*/GARDEN AREA VALUE				
NO. OF CAR PARKS TYPE: MLCP/BASEMENT/OPEN/BIKE PARKING (OPEN/COVER)				
AGREEMENT VALUE [

2. APPLICANT DETAILS

PAN

2A. FIRST APPLICANT (AS IN THE ID PROOF) TITLE: MR MRS. MISS DR M/S PROF. MASTER MOBILE MIDDLE NAME FIRST NAME LAST NAME DATE OF BIRTH SON DAUGHTER WIFE OF SPOUSE'S NAME WEDDING ANNIVERSARY INDUSTRY **PROFESSION** COMPANY **DESIGNATION EMAIL ID** COMPANY PINCODE RESIDENT: INDIAN NRI PIO OCI NATIONALITY PASSPORT NO. AADHAR NO. PAN 2B. SECOND APPLICANT (AS IN THE ID PROOF) TITLE: MR MRS. MISS DR M/S PROF. MASTER MOBILE FIRST NAME MIDDLE NAME LAST NAME DATE OF BIRTH SON DAUGHTER WIFE OF SPOUSE'S NAME WEDDING ANNIVERSARY **INDUSTRY PROFESSION** COMPANY DESIGNATION **EMAIL ID** COMPANY PINCODE RESIDENT: INDIAN NRI PIO OCI NATIONALITY

PASSPORT NO.

AADHAR NO.

20. I HIKD APPLICA	ANT (AS IN THE ID PROOF)		
TITLE: MR MR	S. MISS DR M/S P	ROF. MASTER M	MOBILE
FIRST NAME		MIDDLE NAME	
LAST NAME		DATE OF BIRTH	
SON DAUGHT	ER WIFE OF		
SPOUSE'S NAME		WEDDING ANNIVERSA	ARY
INDUSTRY		PROFESSION	
COMPANY		DESIGNATION	
EMAIL ID	со	MPANY PINCODE	
RESIDENT: INDIAN	N NRI PIO OCI NATIO	ONALITY	
PAN	AADHAR NO.	PASSPO	RT NO.
3. PAYMENT DETAI	LS:		
EARNEST MONEY	DEPOSITED:		
CHEQUE / DRAFT [NEFT / RTGS CREDIT /	DEBIT CARD	
CHEQUE / DRAFT /	TRANSACTION NO.		
AMOUNT	DATE BANK	BRANCH	
4. ADDRESS DETA	ILS		
4A. PERMANENT A	DDRESS (PROOF REQUIRED):		
FULL NAME [
ADDRESS LINE 1			AND MERCHES
ADDRESS LINE 2			
ADDRESS LINE 3			
CITY/TOWN	PIN	DISTRICT	
STATE	COUNTRY	PHONE/MOBILE	

4B. CORRESPONDING ADDRESS ((PROOF REQUIRED):	
FULL NAME		
ADDRESS LINE 1		
ADDRESS LINE 2		
ADDRESS LINE 3		
CITY/TOWN	PIN	DISTRICT
STATE C	COUNTRY	PHONE/MOBILE
THE REAL PROPERTY.		
5. GENERAL POWER OF ATTORNE	Y (IF ANY)	
CORRESPONDENCE ADDRESS:		
TITLE: MR. MRS. MISS	DR. M/S PROF.	MASTER
FULL NAME		
ADDRESS LINE 1		
ADDRESS LINE 2		
ADDRESS LINE 3		
CITY / TOWN	PIN	DISTRICT
STATE	COUNTRY	
EMAIL ID	AADHAAR NO.	
PHONE / MOBILE		

6. SOURCE OF ENQUIRY (EITHER A OR B)						
A) IF YOU HAVE BEEN REFERRED BY (PLEASE TICK ONLY ONE)						
BISWAS VENTURES LLP CUSTOMER						
REFERRER'S PROJECT NAME & UNIT NO.						
AGENT AGENT NAME / COMPANY						
AGENT PAN NO. AGENT RERA REGISTRATION NO.						
EMPLOYEE EMPLOYEE NAME / EMAIL ID EMPLOYEE NO.						
OTHERS:						
ASSOCIATES / VENDOR NAME						
I CONFIRM THE SOURCE OF ENQUIRY AS MENTIONED ABOVE						
APPLICANT'S NAME: SIGNATURE						
B) IF YOU HAVE NOT BEEN REFERRED, HOW DID YOU HEAR ABOUT US?						
NEWSPAPER & MAGAZINE HOARDING INTERNET ADVERTISEMENT WEBSITE						
EMAIL EVENTS / EXHIBITION CORPORATE / COMMUNITY ACTIVITY RADIO TV						
7. ADDITIONAL INFORMATION:						
FINANCE: SELF BANK / HFI BANK / HFI NAME						
THIS BOOKING IS: FOR OWN USE INVESTMENT						

TERMS AND CONDITIONS

- 1. I/We have applied for allotment of Residential/ Commercial Flat/Apartment/Unit/Space etc. (herein '**Unit**') in the Project named as "ORA HEIGHTS" (said "Project") being developed and constructed under lawful arrangement by "Biswas Ventures LLP" (herein referred to as the "Developer") on land situated at Premises no. 250, Tiljala Road, Ward no- 65, Boro- VII, P.S.- Kareya, Kolkata- 700046, West Bengal.
- 2. Before applying for allotment of said Unit/Flat, I/We have verified the terms and conditions of allotment and price of the said Unit/Flat and have fully satisfied myself/ourselves about the terms, conditions, price of the said Unit and nature of rights, title, the interest of the Developer in the said Project, which is being developed/constructed by the Developer as per prevailing byelaws/guidelines of the concerned Competent Authority (hereinafter referred to as "Said Authority") and subsequent amendments thereof. I/We further agree and undertake to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by said Authority in this regard to the Developer.
- 3. I/We understand and agree that the Developer may make any changes to the approved layout plan, sanctioned plan of the project and nature of amenities in terms of the Real estate (Regulations and Development) Act, 2016 and Rules and Regulations framed thereunder by the concerned State Government. The Developer is entitled to make such minor additions or alterations as may be required by me/us or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to me/us.
- 4. I/We liable to pay a total consideration of Rs......./- (Rupees) towards the sale price for the purchase of the Flat/Unit and other charges as per the payment plan (including GST). The Developer has calculated the total price payable by me/us for the Flat/Unit on the basis of the Flat/Unit area.
- 5. I/We agree that the amount paid with the application and installments as the case may be, to the extent of 10% of the Total price of the said Unit shall collectively constitute the booking amount.
- (i) I/We understand and agree with the Payment Schedule and I/We further agree that timely payment of installments of basic cost and allied/additional cost, Government, levy etc. pertaining to the said Unit is the essence of the terms of the booking. I/We agree to make all payments within time as per the terms of the Schedule of payments as mentioned in Annexure- A and/or as may be demanded by the Developer from time to time and I/We agree that the Developer is under no obligations to send demand/reminders for payments. I/We understand and agree that in case I/We fail to make payments as per the Payment Schedule annexed hereto, I/We shall be liable to pay interest to the Developer on the unpaid amount at prescribed MCLR+2 % per annum.
- (ii) In case I/We fail to make payment for a period beyond 2 consecutive months after notice from the Developer in this regard, I/We hereby authorize the Developer to cancel the allotment of the said Unit and forfeit out of the amounts paid by me/us, the booking amount as aforementioned together with any interest on installments, interest on the delayed payment due or payable, brokerage, dealer commission etc. shall however, be refunded to me/us or the financial institution, as the case may be by the Developer without any interest after compliance of certain formalities by me/us and the Agreement for Sale executed between the Developer and me/us shall thereupon stand termination at least 30 days prior to such termination.
- (iii) Further, if any discount/concession has been given by the Developer in the Basis sale price/payment term to me/us in lieu of my/our consensus for timely payment of installments and other allied costs, then I/We hereby authorize the Developer to withdraw such discount/concession and demand the payment of such discount/concession amount as a part of Total Price of the said Unit, which I/We hereby agree to pay immediately.
- 6. In case I/We intend to purchase one open/covered car parking space specifically earmarked for the Flat on payment of such extra charges as provided in the payment plan.

- 7. The Developer will offer for possession of the said Unit to the applicant on 60 months from the Date of Agreement, subject to force majeure circumstances and reasons beyond the control of the Developer with a reasonable extension of time for possession subject to making of timely payment of installments to the Developer by me/us.
- 8. I/We hereby understand that I/We shall have a right to cancel/withdraw my/our allotment in the Project. In case I/We propose to cancel/withdraw from the Project without any fault of the Developer, the Developer shall be entitled to forfeit the booking amount paid for the allotment, interest and other dues payable for the allotment. The balance amount of money paid by me/us shall be returned by the Developer to me/us without interest within 90 days of such cancellation.
- 9. I/We agree to make all payments within time in terms of the schedule of payments as mentioned in Annexure-A and/or as may be demanded by the Developer from time to time without any reminders from the Developer through demand drafts/cheques/UPI/Debit or Credit Cards/Online Transaction drawn upon schedule banks in favor of "Biswas Ventures LLP" payable at Kolkata.
- 10. I/We further agree that in case I/we make any payment towards the said Unit/Flat from any third-party account, then I/We shall ensure that there would be no claim by the such third party in the said Unit/Flat against the payment made from third party account and I/we further agree that the Developer shall not be liable or responsible for any inter-se transaction between such third party and me/us in any manner whatsoever. In the event, I/We make any payment through any third-party account then I/we hereby agree to submit a declaration signed by such third party to the developer and upon receipt of such declaration from the third party and realization of payment, the developer shall proceed to issue a receipt of such payment made by me/us from the third-party account.
- 11. All statutory charges, taxes, cess and other levies demanded or imposed by the concerned authorities shall be payable proportionately by me/us from the date of booking as per the demand raised by the Developer. Notwithstanding anything contains contrary hereinabove, I/We hereby understand that all applicable taxes shall be payable in accordance with the Payment Schedule for payment of the Total Price of the said Unit/Flat. If I/We fail to disburse the installment along with the applicable tax on the Total Price of the said Unit/Flat in a timely manner, in such eventuality, any such unpaid tax shall be construed as unpaid payment of the Total Price of the said Unit/Flat and I/We shall be liable to pay the due installments along with due taxes and interest, as applicable.
- 12. I/We hereby agree that upon completion of the said Project I/We shall be liable to pay maintenance and upkeep of the common areas and common services of the said project and I/We hereby undertake to pay the maintenance bills for maintaining the various services and facilities at the rate determined by the Developer.
- 13. I/We hereby agree to pay to the Developer, Interest- Free Advance Maintenance Charges in order to secure adequate provision of the maintenance services and for my/our due performance in paying the Maintenance Charges/Bills as and when demanded by Developer and other charges raised by the Developer from time to time. I/We hereby agree to pay the maintenance charges along with applicable taxes, cess etc. to the Developer from the date of commencement of Maintenance Services by the Developer in the said Project, whether the Unit/Flat occupied by me/us or not. I/We further agree to make payment of monthly Maintenance Charges in respect of the said Unit/Flat regularly on the monthly basis raised by the Developer. In the event of my/our failure to make payment of monthly Maintenance Charges, the Developer shall deduct monthly maintenance charges from the Interest- Free Advance Maintenance Charges till such period the Interest- Free Advance Maintenance Charges is fully exhausted. After the exhaustion of Interest- Free Advance Maintenance Charges, I/We hereby agree to replenish the shortfall in the Interest- Free Advance Maintenance Charges within 15 days. Further, in case of non-payment of Maintenance Charges by me/us within time specified, I/we shall be liable to pay Maintenance charges along with interest at the rate of MCLR+2% per month and non- payment of Maintenance Charges shall also disentitle me/us to the from enjoyment of common services including electricity, water etc.

14. In case the Developer is forced to abandon the said Project due to force majeure circumstances or for reasons beyond its control, the Developer shall refund the amount paid by me/us as per prevailing law.

15. I/We shall before taking possession of the said Unit/Flat, must clear all the dues towards the said Unit/Flat and have the Deed of Conveyance for the said Unit/Flat executed in my/our favor by the Developer after paying applicable stamp duty, registration fees and other legal charges/expenses.

16. I/We shall not be using the Flat for any other purpose other than residential purpose.

17. I/We shall get my/our complete address and e-mail ID registered with the Developer at the time of booking and it shall be mine/our responsibility to inform the Developer through a letter by registered A.D. about all subsequent changes in mine/our address and e-mail id, filing which, all demand notices and letters posted at the First Registered Address will deemed to have been received by me/us at the time when those should ordinarily reach at such address and me/us shall be responsible for any default in making payment and other consequence that might occur therefrom. I /We hereby agree that the Developer shall not be liable/ responsible to reply to any query received from any address/e-mail ID not being previously registered with the Developer.

18. To settle any confusion regarding any matter herein or anything being not covered/clarified herein, it is agreed by me/us that reference shall be made to the detailed terms of the Allotment Letter/Agreement For Sale, the terms whereof have been seen, read and understood/accepted by me/us. It is specifically agreed by me/us that upon execution, if any ambiguity is apparent on its face, on such contingency the terms and conditions of the Allotment letter/Agreement for Sale shall supersede over the terms and conditions as set forth in this Application Form. However, I/We shall be bound by the terms and conditions incorporated under this Application Form till the execution of the Allotment letter/Agreement for Sale in this regard.

19. If any misrepresentation/concealment/suppression of material facts are bound to be made by me/us, the allotment will be canceled and the booking money as mentioned hereinabove shall be forfeited and I/We shall be liable for such misrepresentation/ concealment/suppression of material facts in all respect.

20. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form including the interpretation and validity of the Terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through the process of Arbitration at the joint option of the parties.



DECLARATION

I/ We declare that the above terms and conditions have been read/understood and the same are acceptable to me/us. I/We gave sought detailed explanations and clarification from the Developer and the Developer has already provided such explanation, documents and clarifications and after giving careful considerations to all facts, terms and conditions, I/We signed this Application form and paid the booking amount for allotment. I/We further undertake and assure the Developer that in the event of rejection of my/our application for allotment for whatsoever reason, including but not limited to non-compliance of the terms by me/us set out in the terms and conditions provided in this application, I/We shall be left with no right, title, interest or lien under this Application qua the said Unit/Flat. If any other person has signed this Application Form on behalf of my/our behalf, then he shall be presumed to be duly authorized me/us through proper Authorization/Power by Attorney/Resolution etc.

SIGNATURE OF APPLICANT/APPLICANTS	