

**TO:**

**MESSRS. HONEYBIRD HEIGHTS LLP**

304 Chandan Niketan  
52A, Shakespeare Sarani,  
Kolkata-700 017

*Designated Apartment: Unit No. \_\_\_\_\_, Tower- \_\_\_\_ on a portion of \_\_\_\_  
Floor in the Project.*

*Project: "Sanctorum" at municipal premises No. 17 Pagladanga Road, Police  
Station Pragati Maidan, Kolkata- 700105*

Dear Sirs,

I/We am/are desirous of acquiring the Designated Apartment Unit at your project 'Sanctorum' which is under construction and being developed by you as Promoter having been appointed as such by A Talukdar & Co Fertilisers Private Limited (the Land Owner).

My/our details are well and truly mentioned in Annexure-I enclosed hereto duly signed.

I/We have been provided (a) description and area of the Designated Apartment and Project, the proposed payment plans and the proposed Terms and Conditions for allotment which I have examined, filled and corrected and am returning herewith duly signed by me as Annexure-II hereto. I have also been provided the format of proposed Agreement for transfer.

I have carefully studied, read and understood the said documents provided to me 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 \_\_\_\_\_ Bank,  
\_\_\_\_\_ Branch for Rs. \_\_\_\_\_/- in favour of \_\_\_\_\_  
towards portion of the total booking amount of Rs. \_\_\_\_\_/- payable by me/us.

I/We wish/do not wish\* to apply for Parking Facility for one car/two wheeler in the Project.

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:** Kolkata

**Date:**

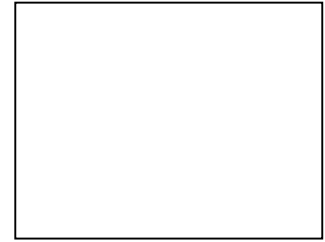
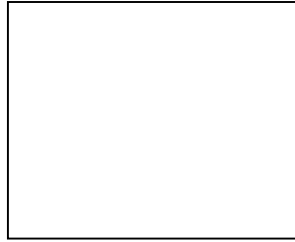
**ANNEXURE-I**

Photo of Sole/Primary applicant	Photo of Joint Applicant
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<b><u>Sl. No.</u></b>	<b><u>Particulars</u></b>	<b><u>Sole/Primary Applicant</u></b>	<b><u>Joint Applicant</u></b>
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/Director s/Partners/Karta/Tru stees	:	_____
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/Mobile	:	_____
9.	Email	:	_____

10. GIR/PIO/OCI : \_\_\_\_\_  
Number \_\_\_\_\_

11. Photograph of  
Applicant(s)/  
Director/ Partners/  
Karta/ Trustees



- 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 Promoter 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):**

<b>Sl. No.</b>	<b><u>Particulars</u></b>	<b><u>For Sole/Primary Applicant</u></b>	<b><u>For Joint Applicant</u></b>
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 <sup>st</sup> Applicant		
	(a) Name	_____	
	(b) Address for correspondence	_____	
		_____	
		_____ Pin Code _____	
		Phone/Mobile: _____	Email: _____
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	_____	_____

- Notes:**
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 the Promoter 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****A. DESCRIPTION OF UNIT:**

A1	UNIT APPLIED FOR		TOWER		FLOOR	
A2	CARPET AREA		BALCONY AREA		BUILT-UP AREA	
A3	NUMBER OF CAR PARKING FACILITY		TYPE		NUMBER OF TWO WHEELER PARKING:	

**B. TOTAL PRICE AND DEPOSITS PAYABLE BY APPLICANT:**

B1	UNIT PRICE	Rs.				
B2	TOTAL PRICE	Rs.	TOTAL PRICE IN WORDS			
B3	INTEREST FREE DEPOSITS:	MAINTENANCE DEPOSIT	Rs.	CORPUS/SINKING FUND	Rs.	
B4	OTHERS	As per para 13 of General Terms and Conditions				
B5	TAXES:	GST AND OTHER TAXES AS APPLICABLE				
B6	PAYMENT PLAN APPLIED	As per Appendix-1 to this Annexure-II				
B7	LOAN REQUIRED	YES/NO	PREFERRED FINANCER			

**C. BANK ACCOUNT DETAILS OF APPLICANT:**

C1	BANK NAME		BRANCH	
C2	ACCOUNT TYPE		ACCOUNT NUMBER	
C3	MICR CODE		IFSC CODE	

**D. BOOKING AMOUNT PAYMENT DETAILS:**

D1	CHEQUE/DD /NEFT/UTR NUMBER		DATE	
D2	BANK		BRANCH	
D3	AMOUNT	Rs.	AMOUNT IN WORD	

**E. BOOKING SOURCE:**

E1	DIRECT	CHANNEL PARTNER		REGN NO.	
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**F. SOURCE OF KNOWLEDGE ABOUT THE PROJECT:**

F1	NEWSPAPER	MAGAZINE	INTERNET	TV	RADIO	OTHERS
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**G.** The Applicant agrees and confirms that the Application is subject to the General Terms and Conditions being Appendix-2 to this Annexure-II hereto.

\_\_\_\_\_  
Signature of First Applicant

\_\_\_\_\_  
Signature of Second Applicant

Date:

Place: Kolkata

**Appendix-1 to Annexure-II****PAYMENT PLAN**

1. The Total price shall be paid by the Allottee to the Promoter in installments as follows:

<b>Sl. No.</b>	<b>Particulars</b>	<b>%</b>	<b>Amount in Rs. P.**</b>
1.	On Advance Booking		2,00,000/-
2.	On Allotment	10%	
3.	On Agreement for Sale (within 30 days from Advance Booking)	10%	
4.	Within 7 days of Completion of Piling	15%	
5.	Within 7 days of completion of 1 <sup>st</sup> Floor Slab Casting	15%	
6.	Within 7 days of completion of 3 <sup>rd</sup> Floor Slab Casting	5%	
7.	Within 7 days of completion of 5 <sup>th</sup> Floor Slab Casting	5%	
8.	Within 7 days of completion of 7 <sup>th</sup> Floor Slab Casting	5%	
9.	Within 7 days of completion of 9 <sup>th</sup> Floor Slab Casting	5%	
10.	Within 7 days of completion of Roof Slab Casting of respective Tower	5%	
11.	Within 7 days of Completion of Brickwork of the said Unit	5%	
12.	Within 7 days of Completion of External Plaster of the respective Tower	10%	
13.	Within 15 days of issuance of Notice of Possession	10% + Deposits + any other dues, if any	
	** plus applicable Taxes		

**Appendix-2 to Annexure-II****GENERAL TERMS AND CONDITIONS**

1. This Application is only a request by the Applicant(s) named in Annexure-I (hereinafter referred to as “the **Applicant**”) for allotment of the Unit and does not create any right whatsoever or howsoever in favour of the Applicant.
2. The allotment including provisional allotment of any Flat / Unit to any eligible Applicant shall be at the sole discretion of the Promoter, **HONEYBIRD HEIGHTS LLP**, (hereinafter referred to as “the **Promoter**”) and the Promoter may accept or reject an Application without assigning any reason for the same.
3. An individual, i.e., a person of the age of majority, or a minor represented by a legal or natural guardian, whether an Indian Citizen or a Person of Indian Origin resident in India or abroad, can apply. Additionally, any entity i.e., a body corporate incorporated in India or a partnership or an LLP or an HUF or any other association of persons recognized as a legal entity in India can also apply.
4. The personal details as per the particulars which are morefully mentioned in the Application Form above are true to the best of knowledge of the Applicant and it shall be presumed that nothing relevant has been concealed or suppressed. The Applicant is aware and agrees that any information provided by the Applicant may be utilized by the Promoter without any claim or objection by the Applicant. The Applicant shall be liable and responsible for any consequence arising from any false or misleading representations and information. In case of application made by entities, the representative or persons responsible for the management of the same (including Director, Partner, Trustee, Manager, Karta etc., as applicable) shall be responsible.
5. In case there are Joint Applicants, all communications and correspondences shall be made to the Sole/Primary Applicant and at the address given by the Sole/Primary Applicant and no separate communications shall be necessary to the other named who shall be deemed to have full knowledge thereof. All correspondence will be made with the Applicant/s at the address noted in their application forms. Any change of address will have to be notified in writing to the registered office of the Promoter.
6. Applications from intending Applicant, other than Indian citizens or entities domiciled/ incorporated in India, shall be accepted subject to and only 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 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 other statutory provisions as laid down and notified by the Government of India, Reserve Bank of India and other concerned statutory authorities from time to time. The Applicant understands and agrees that in the event of any failure on his/her part to comply with the prevailing guidelines issued by the Reserve Bank of India or other authorities, the Applicant shall be liable for any action that may arise thereby and the Applicant shall keep the Promoter fully indemnified and harmless in this behalf. Any refund made to them shall be made in Indian Rupees and in accordance with the provisions of the 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 laws.
7. The complete Application Form shall be duly signed by Applicant and submitted together with the Cheque/Demand Draft/Pay Order/Receipt for Authorized Electronic transfer in favour of the Promoter, at the registered office of the Promoter at 304 Chandan Niketan, 52A, Shakespeare Sarani, Kolkata-700 017 or at any other place as may be hereafter intimated by Promoter.
8. Before making the Application, the Applicant has seen the Site, the building plans, the drawings and the specifications in respect of the Unit and the Project and this General Terms and Conditions and 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 Unit in the said Project.

9. Any Application shall automatically stand withdrawn/cancelled by the Applicant in case of non-execution of the Agreement within 30 days from the date of the Application or the Application remaining incomplete or deficient in any respect and/or not accompanied by the required remittance and/or the relevant documentary evidence. However, the Promoter may, at the written request of the Applicant, extend the validity of the Application by such period and on such terms and conditions as it may, at its sole discretion, decide.
10. The Applicant agrees that in the event of non-acceptance/rejection/cancellation of the Application by the Promoter without any provisional allotment made in favour of the Applicant, the portion of booking amount paid by the Applicant will be refunded without any interest, cost, damage or any other liability or obligation upon the Promoter. The Joint Applicant agrees that he/she shall have no objection to transfer/refund money in the Bank Account details provided by the Applicant in this Application.
11. In the event the Promoter decides to allot a Unit in the Project, such allotment shall only be provisional. Such provisional allotment shall not create any legally binding or contractual obligation with the allottee nor confer any enforceable right in favour of the allottee. The provisional allotment shall be subject to these Terms and Conditions. The Applicant shall be bound to (a) pay the booking amount and other applicable amounts and (b) observe, fulfil and perform all Terms and Conditions contained herein in the manner and within the time stipulated therefor which shall all be of essence for execution of the Agreement. In case of failure of any compliances by the Applicant, the same will automatically result in cancellation of such provisional allotment. In the event of any such cancellation, the portion of booking amount paid by the Applicant will be refunded to the Applicant without any interest, cost, damage etc., after deduction of 10% of the Unit Price and without any other liability or obligation upon the Promoter. Unless a conveyance deed is executed and registered, the Promoter shall for all intents and purposes continue to be the Owner of the Flat/Unit and this application shall not give to the Applicant any right or title or interest therein.
12. Until execution of the Agreement, the provisional allotment if made in favour of the Applicant may be cancelled by the Promoter at its discretion, without it being required to assign any reason whatsoever or howsoever therefor. In the event of any such cancellation, the portion of booking amount paid by the Applicant will be refunded to the Applicant without any interest, cost, damage or other liability or obligation upon the Promoter. The liability of the Promoter under or arising out of any application or allotment shall not exceed, under any circumstance, the amount of application money, if so refundable to the Applicant in terms of the application.
13. In addition to the Price for the Designated Apartment and Deposits as stipulated in the application and the applicable Goods and Service Tax, the Applicant shall be required to bear and pay the following amounts ("**Other Costs and Deposits**"): -
  - a. Goods and Service Tax and any other tax, levy, cess by any name called (including S.T.C., Works Contract Tax, duties, levies and all other tax and imposition levied by the State Government, Central Government or any other authority or body from time to time) that may be applicable and/or imposed in future and such taxes at the applicable rates.
  - b. Fees and expenses, if any, payable to the any authority towards Sale or Transfer Permission fees.
  - c. Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaken due to any subsequent legislation/government order/directives/guidelines or if deemed necessary by the Promoter beyond the present provision of providing firefighting equipment in the Common Areas only as prescribed in the existing firefighting code/ regulations.
  - d. Security Deposit and other expenses as may be required by the CESC Limited or any other electricity provider for individual meter in respect of the Designated Apartment directly with the CESC Limited or such other provider and proportionate share of the Security Deposit in respect of the common meter/s in respect of the Common Areas.
  - e. Stamp Duty and Registration Charges and all other applicable charges in respect of the Application, Allotment, Agreement and/or any future contracts in pursuance hereof and the Sale Deed to be executed in favour of the Allottee.



- f. Fixed miscellaneous charges for each instance of registration of this Agreement and/or any other contract and/or Sale Deeds.
14. The Applicant agrees to pay the instalment of the Price for the Designated Apartment (including Goods and Service Tax) and Other Costs and Deposits and all other dues as per Payment Plan being Appendix-1 to the Annexure-II above, within 7 days of receiving the demand from the Promoter in respect thereof. On any failure in payment by the Applicant, without prejudice to the right of the Promoter to cancel and/or terminate the agreement, the Applicant shall be liable to pay interest at the rate specified in the West Bengal Real Estate (Regulation and Development) Rules, 2021 failing which interest @15% per annum to the Promoter on any amounts remaining due and payable by the Applicant for the period of delay. If the delay in any payment by the Applicant extends beyond 60 days from the due date thereof, the Promoter may at its sole discretion cancel or terminate the said Application/Agreement (as the case may be). All payments received from the Applicant will be applied first towards the applicable dues and then towards interest.
  15. Limited number of Car parking facility (open, covered and Multilevel Mechanized) and Two Wheeler Parking Facility (both open and covered) have been provided in the Building Complex/Project. The car parking facility in the Project will be provided subject to availability as per the agreed terms and conditions and only against payment of annual maintenance charges in respect thereof. The facility of parking shall be granted only to those Applicant who opt for the same. If any Applicant at the time of making the Application does not opt for the facility, he/she shall thereby lose and cease to have the right to park anywhere at the Project area. Any parking facility shall under no circumstances be separately transferable. Unallotted parking space, if any, shall continue to remain the under the ownership and in possession of the Promoter. It shall be the sole discretion of the Promoter to allot/use the unallotted parking spaces as it deems fit. The Applicant shall have the right to park only vehicle of the description which has been agreed upon between the Promoter and the Applicant. In case the Applicant has been allotted the facility to park a motor car in his parking space, the said parking space cannot be used to park a two-wheeler and vice-versa. The use of Multilevel Mechanized Parking Facility shall be subject to keeping the same in proper repaired condition so as to be mechanically running and working condition. The facility to use any parking space is, under no circumstances, separately transferable. The facility to use the car parking space does not confer any right of ownership of the space on which such parking facility is provided.
  16. The Applications and any provisional allotment shall be strictly non-transferable by an Applicant to any other person.
  17. Upon execution of the Agreement for Sale pursuant to allotment, the Applicant may, only after a period of 12 (twelve) months from the date of execution of such Agreement and that too upon taking prior consent in writing of the Promoter and against payment of a sum equivalent to @ 3% (three percent) of the Total Price (excluding Other Costs and Deposits Amount) or at which the Designated Apartment is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Designated Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risks and costs of the Applicant and/or the nominee and all stamp duty and registration charges, legal fees and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Applicant or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @ 3% (three percent) mentioned in this clause in respect of the Designated Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Applicant shall be payable by the Applicant or its transferee but the Land Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Land Owners or the Promoter or to which the Land Owners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Applicant in advance to the Land Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Applicant shall not, however, be entitled to assign or transfer this Agreement for a period of twelve months from the date of

execution hereof nor to let out, sell, transfer or part with possession of the Designated Apartment at any time until all the amounts, charges, outgoings and dues payable by the Applicant to the Promoter in respect of the Designated Apartment are fully paid up and a No Dues certificate is obtained by the Applicant from the Promoter.

18. In case during the course of construction of and/or after the completion of the Project, further construction on any portion of vacant land or building or roof or terrace becomes possible, the Promoter shall at its sole discretion be entitled to take up such further construction and the Applicant shall have no objection to the same. Open Terrace on sixth floor and any other lower floor below ultimate roof shall be attached to and be meant for the exclusive use of the connected apartment(s), or any of them and in such manner as the Promoter may decide and the area of such terrace shall be included in and charged with the area of the concerned connected apartment(s).
19. All designs, measurements, specifications, amenities etc. mentioned and stated in the marketing collateral are tentative and may change based on the requirements of the Project. The Applicant hereby accepts the plans, layout, designs and specifications for the Project. The Applicant agrees that the Promoter may effect such variations additions alterations deletions and modifications therein as it may, in its sole discretion, deem appropriate, fit or necessary.
20. The price and other amounts payable by the Applicant shall be pro-rata in case of any variation in the area of the allotted Unit. The Applicant hereby agrees and declares that he/she shall use the Unit only for the purpose for which it is sanctioned.
21. The Applicant hereby also covenants to indemnify and keep indemnified the Promoter against observance and performance of the terms and conditions contained herein.
22. Once the Agreement is signed, the same shall supersede this Application and its annexures and all terms and conditions contained herein. The portion of the booking amount being tendered by the Applicant with the Application shall, in case of the Application resulting in allotment of a Unit to the Applicant, form part of the total booking amount payable by the Applicant at the time of the Agreement.
23. Before execution of the Agreement, the Applicant shall independently inspect any additional documents and enquire, investigate and verify the title of the Land Owners as well as the development and related rights of the Promoter as well as the Land Owners and shall enter upon the Agreement only upon being fully satisfied thereabout.
24. Receipt for any amount paid by the Applicant shall be subject to the 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. 2,000/- per cheque dishonor.
25. The Promoter intends to make an application to the Regulatory Authority in terms of the Rules published on 27<sup>th</sup> July, 2021 upon the office of the authority become operational and ready to receive the same and it is hereby brought to the notice of all concerned that the provisions and contents of the GTC and/or the Agreement and/or Sale Deed may undergo modifications or alterations if so required by the Regulatory Authority or under the Real Estate Laws as are being implemented in West Bengal.
26. Courts having territorial jurisdiction alone shall have the jurisdiction to entertain or try any dispute arising out of the said Application.
27. Where an Applicant withdraws this application/booking at any time before the issue of a provisional allotment letter in its favour and such Applicant is not in default of his/her obligations under the Application or the terms and conditions contained therein, he/she shall be entitled to get refund of the application/booking money without any interest and after deduction of a fixed service charge of Rs. 25,000/- (Rupees twenty five thousand) only.

28. In case the Applicant cancels the Agreement that may be entered upon with him or the Promoter cancels the same, the circumstances and consequences shall be such as be specified in the Agreement and the Applicant shall satisfy himself thereabout before entering upon the Agreement.
29. The whole or part (as the Promoter may decide) of the ultimate roof shall be common and there could be provision for yoga deck and party lawns on such common roof as per planning of the Promoter. In case the Promoter constructions additional storeys beyond those sanctioned in the existing sanctioned plans, then the ultimate roof shall be over such additional storeys. The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc.
30. The Applicant hereby agrees that the Promoter may raise construction finance/loan from any financial institution/bank but shall be make the Designated Apartment free from such encumbrance by the time of execution of sale deed in favour of the Applicant.
31. The Promoter/financial institution/bank shall always have the first lien/charge on the Designated Apartment for all its dues and other sums payable by the Applicant or in respect of the loan granted for the purpose of the construction of the Building Complex/Project.
32. All taxes, levies, imposition, stamp duties, registration fees, service tax, allied expenses etc. on the entire transaction including on the application and all agreements, sale deed(s) and other documents to be executed and/or registered in pursuance of a confirmed allotment shall be borne and paid by the Applicant. In case any TDS is deducted by the Allottee on the consideration payable to the Promoter, the same shall be deposited by the Allottee with the concerned authority within the time period stipulated under law. The Promoter shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.
33. Except the Designated Apartment applied for by the Applicant and parking facility (if applied by the Applicant), the Applicant shall have no right, title or interest in the other areas and portions of the Project.
34. The details proposed in the brochure and/ or website and/or discussed with the Applicant and any document or information pertaining thereto are subject to changes at the sole discretion of the Promoter and in case the Applicant does not accept the same, the booking and allotment shall forthwith be cancelled and the application money refunded to the Applicant without any interest.
35. Disclaimer: The Promoter entity and/or its affiliates, officers, directors, designated partners, employees, agents, members, servants shall not be liable for any direct, indirect, punitive, incidental or consequential loss, claim, demand or damage suffered by any person due to loss of documents, delay in postal services and any other eventualities beyond the control of the entity and the Applicant agrees to keep the entity and/or its affiliates, officers, directors, designated partners, employees, agents, members, servants saved, harmless and indemnified with regard thereto.

I/We hereby declare that I/we have read and understood the Terms and Conditions and all other information/conditions stated in the accompanying General Terms & Conditions considering the Unit and price & payment schedules and agree to abide by the same accepting that the same may be modified or amended by the Promoter.

I/We hereby further declare that and confirm that I am/we are a Citizen of India/Non-Resident Indian/Person of Indian Origin and I/We shall comply with all statutory compliances as required from time

to time under the applicable laws/rules and the Promoter shall not be liable for the same in any manner whatsoever. I/We shall keep the Promoter informed about any change in the above status.

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**(Signature of Sole/Primary applicant)**

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**(Signature of Joint applicant, if any)**