

Multicon Prestige Residences LLP

229, A.J.C. Bose Road

Kolkata-700020

Unit No. _____

floor _____

Project "Multicon Prestige Residences"

Premises Nos. 408, Dwarir Road, Kolkata - 700151

Dear Sirs,

I/We am/are desirous of acquiring the aforesaid Unit at your project '**Multicon Prestige Residences**' which is under construction and being developed by you as Developer having been appointed as such by Aarbur Green Estates LLP (the Land Owners). I/We have been provided a copy of the Annexure II containing description, area, payment plans and Terms and Conditions for allotment 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 MULTICON PRESTIGE RESIDENCES LLP towards portion of the total booking amount of Rs. _____ payable by me.

I/We wish to apply for Parking Facility for _____ car.

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 & : _____	_____
	AADHAR 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 : _____ 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. 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 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>	For <u>Applicant</u>	Sole/Primary	For Joint <u>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: 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 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)**

<u>SN</u>	<i>Particulars</i>								
<i>-</i>	<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>	<i>E</i>	<i>g</i>	<i>H</i>	<i>i</i>	<i>j</i>
1	Block (Said Buildi ng)	Floor	Unit No.	Carpet Area	Balco ny Area	Open Terrace Area (if applicab le)	Built up Area	Proportionate Common Area	Area for the purpose of computation of monthly maintenance charges (CAM)

PART-II**(Parking Facility, if any)**

2.	<p>One Parking Facility: Open Independent/ Covered Independent – Ground or First Floor/ Covered Dependent – Ground or First Floor/None (Strike out whichever not applicable)</p> <p>(Note: location for Parking facility will be decided by the Promoter 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_____ and
 Taxes of Rs._____

	Price (Amount in Rupees)
Block No._____ Unit No._____ Type _____ Floor _____	
Parking -1	
Total Price (in rupees) without Taxes	
Other Charges	As per Clause B of Part-IV below
Taxes	The Goods & Service Tax and any other applicable tax on the Price and Other Charges, where applicable, shall be payable by the Allottee as per prevalent rates
Total Price (with Taxes on the Total Price) excluding Other Charges with applicable Taxes in Rupees	

PART-IV**A. PAYMENT SCHEDULE FOR THE PRICE**

Particulars	Amount in Rs.P.**
10% of the Price 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 30 days from the date of application less amount paid on application	Rs. _____
10% of the consideration as further earnest money within 7 days from the date of Demand for Completion of Piling	Rs. _____
10% of the consideration as further earnest money within 7 days from the date of Demand for Completion of First Floor Casting	Rs. _____
10% of the consideration as further earnest money within 7 days from the date of Demand for Completion of Fourth Floor Casting	Rs. _____
10% of the consideration as further earnest money within 7 days from the date of Demand for Completion of Seventh Floor Casting	Rs. _____
10% of the consideration as further earnest money within 7 days from the date of Demand for Completion of Tenth Floor Casting	Rs. _____
10% of the consideration as further earnest money within 7 days from the date of Demand for Completion of Twelfth Floor Casting	Rs. _____
10% of the consideration as further earnest money within 7 days from the date of Demand for Completion of Brickwork of the Designated Unit	Rs. _____
10% of the consideration as further earnest money within 7 days from the date of Demand for Completion of Flooring of the Designated Unit	Rs. _____
10% of the consideration as further earnest money within 7 days from the date of Demand for Possession for Fit-out of the Designated Unit	Rs. _____
**Plus applicable taxes	

B. OTHER CHARGES AND DEPOSITS PAYABLE BY APPLICANT(S)

1. The Allottee shall pay to the Promoter a non-refundable sum of Rs 50/- per sq ft on the Super Built Up/Chargeable Area of the Unit towards Proportionate share of the costs charges and expenses for procuring electricity connection for the Project including the costs and expenses of transformer (if installed), LT Panel, Cabling, Meter and related installation costs.
2. The Allottee shall pay to the Promoter a non-refundable sum of Rs 35/- per sq ft on the Super Built Up/Chargeable Area of the Unit Proportionate share of the costs charges and expenses for procuring Generator for limited power back up to the flats and

common areas of the Project including the costs and expenses of Panel, Cabling, Meter and related installation costs.

3. All taxes, levies, betterment fees, development charges etc., if so payable at any time hereafter under any statute rules and regulations on the said Land and/or the Designated Unit and/or the Buildings in the Project or on the construction or transfer of the Designated Apartment envisaged hereunder and the same shall be payable by the Allottee wholly if the same relates to the Designated Apartment and otherwise proportionately and such payment shall be made to the Promoter and/or to any authority as the Promoter may require within 7 days of being demanded in writing by the Promoter.
4. Fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees.
5. Security Deposit and the expenses as may be required by WBSEB Limited or other electricity provider for individual meter in respect of the Designated Apartment directly with WBSEB Limited or other provider and proportionate share of the security deposit in respect of the common meter/s in respect of the Common Areas.
6. The Allottee shall deposit and/or keep deposited with the Promoter a sum of Rs. 30/- per sq ft on the Super Built Up/ Chargeable Area of the Unit @ Rs 2.50 per sq ft per month for 12 (twelve) months, towards maintenance deposit;
7. The Allottee shall pay to the Promoter a non-refundable sum of Rs. 25/- per sq ft on the Super Built Up/ Chargeable Area of the Unit towards Sinking Fund.
8. The Allottee shall pay to the Promoter a non-refundable sum of Rs. 50/- per sq ft on the Super Built Up/ Chargeable Area of the Unit towards Club Development Charges.
9. The Allottee shall pay to the Promoter a non-refundable sum of Rs. 15,000/- towards Advocate Fees for drafting of the Agreement for Sale and Deed of Conveyance.
10. Goods and Service Tax on the above amounts, as applicable.

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 Promoter, Multicon Prestige Residences LLP, (hereinafter referred to as "**MPRLLP**") and **MPRLLP** may accept or reject any application without assigning any reason therefor. The Applicant agrees that in the event of non-acceptance/ rejection of the Application by **MPRLLP**, 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 **MPRLLP**.
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 **MPRLLP** at 229, A.J.C Bose Road, Kolkata-700020 or at any other place as may be hereafter intimated by **MPRLLP**.
5. Any Application shall automatically stand withdrawn/ cancelled by the Applicant in case of non-execution of Agreement for sale within the stipulated time Under RERA days from the date of submission of the Application form. However **MPRLLP** 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 other named 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 229, A.J.C Bose Road, Kolkata-700020.
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, drawings and specifications in respect of the Designated Apartment and the Project and has been provided a copy of the Annexure II of which this Terms and Conditions is part of 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 morefully 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 applicants are aware and agree that any information provided by the applicant may be utilized by MPRLLP, without any claim or objection by the Applicant.
10. That in the event MPRLLP 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 MPRLLP which, if different from such Annexure II, shall be verified and satisfied by the Applicant before the signing of agreement for sale and (b) observe, fulfill and perform of all requirements, conditions and these Terms and Conditions contained in the manner and within the time stipulated therefor; which all be of essence for execution of the agreement for sale. In case of any failure of any compliance by the Allottee, the same will automatically result in cancellation of this provisional allotment. Moreover, until execution of the agreement for sale, the provisional allotment if made in favour of the Applicant may be cancelled by MPRLLP, in its discretion, without being required to assign any reason whatsoever or howsoever therefor in compliance with RERA Regulations. 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 MPRLLP.
11. Once the agreement is signed, the same shall supersede 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 land owners and development and related rights of MPRLLP 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 for the same. If any applicant at the time of making application does not opt for the facility, he/ she shall thereby loose 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 for sale and format sale deed both of which shall be provided to 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,

sale deed or deeds 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)