

ABHINAASH Purbasha
APPLICATION FORM

&

THE GENERAL TERMS AND CONDITIONS OF BOOKING AND SALE

(Please fill in relevant portions of the APPLICATION FORM for Individual/Joint or Any other entity)

Strike out portions that are not applicable and deposit the APPLICATION FORM in full and have the same delivered to the office of Abhinaash Developers Private Limited, 9 Old Post Office Street, Ground Floor, Kolkata 700001.

Petunia Towers

1784 Laskarhat, Kolkata 700039

ABHINAASH DEVELOPERS PRIVATE LIMITED

9 Old Post Office Street
Ground Floor, Kolkata 700001
Tel: +91 (33) 22489379
Fax: +91 (33) 22489393
Email: info@abhinaash.in
Website: www.abhinaash.in

PERSONAL DETAILS

A) Primary Applicant

1. Name: _____
2. Father's/Husband's Name: _____
3. Date of Birth: _____
4. Occupation: _____
5. Telephone Numbers: _____
6. Mobile Numbers: _____
7. Fax Number: _____

8. Status: Resident Indian Non Resident Indian

9. Employment and Income Details

a) Status of Employment: Self Employed Employed

b) Name of the Organisation: _____

c) Designation: _____

d) Address: _____

e) Telephone No: _____

f) Fax Number: _____

g) Contact Person: _____

h) Email ID: _____

10. Income Details:

a) Gross Annual Income: _____

b) Permanent Account Number: _____

11. Address

a) Permanent Address: _____

b) Current Address: _____

B) Joint Applicant

1. Name: _____
2. Father's/Husband's Name: _____
3. Date of Birth: _____
4. Occupation: _____
5. Telephone Numbers: _____

I/We confirm that I/we have examined the contents of this page. I/we confirm that I/we have understood the meaning and purport thereof and agree to abide by the same.

6. Mobile Numbers: _____
7. Fax Number: _____
8. Relationship with the Primary Applicant: _____
9. Status: Resident Indian Non Resident Indian
10. Employment and Income Details
- a) Status of Employment: Self Employed Employed
- b) Name of the Organisation: _____
- c) Designation: _____
- d) Address: _____
- e) Telephone No: _____
- f) Fax Number: _____
- g) Contact Person: _____
- h) Email ID: _____
11. Income Details:
- a) Gross Annual Income: _____
- b) Permanent Account Number: _____
12. Address
- a) Permanent Address: _____
- b) Current Address: _____

ADDITIONAL INFORMATION FOR NON RESIDENT INDIANS

A) Primary Applicant

1. Nationality: _____
2. Native Place in India: _____
3. Passport Details:
- a) Passport Number: _____
- b) Authority Issuing Passport: _____
- c) Date and Place of Issue: _____
- d) Date of Expiry: _____
4. Contact Person in India: _____
5. Bank Account Number: _____
6. Type of Account: _____
7. Bank Name and Branch Details: _____

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B) Joint Applicant:

1. Nationality: _____
2. Native Place in India: _____
3. Passport Details:
 - a) Passport Number: _____
 - b) Authority Issuing Passport: _____
 - c) Date and Place of Issue: _____
 - d) Date of Expiry: _____
4. Contact Person in India: _____
5. Bank Account Number: _____
6. Type of Account: _____
7. Bank Name and Branch Details: _____

APPLICATION FORM FOR OTHER ENTITIES

1. Name of Organisation: _____
2. Type of Organisation: Sole Proprietorship Partnership
 Company HUF Others
3. Address: _____
4. Name of Contact Person: _____
5. Telephone No: _____
6. Fax Number: _____
7. Contact Person: _____
8. Email ID: _____
9. Gross Annual Income: _____
10. Permanent Account Number: _____

APARTMENT SELECTED

1. Flat No: _____
2. Floor: _____
3. Building: _____
4. Saleable Area: _____
5. Rate per Sq Ft: _____
6. Cost of Flat: _____

I/We confirm that I/we have examined the contents of this page. I/we confirm that I/we have understood the meaning and purport thereof and agree to abide by the same.

- 7. Car Park: _____
- 8. Cost of Car Park: _____
- 9. Total Cost: _____
- 10. Service Tax & Cess: _____
- 11. D.G. CESC & Other Amenities Charges: _____
- 12. Sinking Fund Deposit: _____
- 13. 3 Years Maintenance Charges: _____

PAYMENT DETAILS

- A) Payment Plan:
 - 1. Down Payment: _____
 - 2. Installment Based Payment: _____
- B) Application Money: _____
- C) Cheque Dated: _____
- D) Drawn on: _____

DECLARATION

- 1. I/we hereby solemnly declare that all the aforesaid facts are true to the best of my/our knowledge and nothing relevant has been concealed or suppressed. I/We also undertake to inform the Seller of any future changes, related to the information and details shown in this Application Form.
- 2. I/we declare that I/we have read and understood the terms and conditions of sale and other information/payment conditions stated in the General Terms & Conditions including Area Schedules. I/we do hereby solemnly accept and agree to abide by them and as also others as may be prescribed by the Seller in future. I/we further agree to sign and execute the necessary documents as and when desired by the Seller.
- 3. I/we being Non Resident Indians Foreign Citizen of Indian Origin do solemnly declare that I/we want the apartment (applied for), for residential purposes only.
- 4. I/we hereby accord my/our irrevocable consent to become member of the Maintenance Company and execute necessary documents as and when called upon.

Primary Applicant

Joint Applicant

Witnesses:

- 1.
- 2.

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General Terms and Conditions of Booking and Sale

1. This project is being developed by a unit of Meharia Consortium (hereinafter referred to as "Developer").
2. Who can apply:
 - a) An Individual:
 - i) It includes a person of the age of majority or a minor through legal or natural guardian, whether an Indian citizen or a foreign citizen of Indian origin, resident in India or abroad (in case of minor, age proof and name of natural/legal guardian is required).
 - ii) In case of a foreign citizen it shall be presumed that the intended purchaser is of Indian Origin, if he/she has held an Indian passport at any time or he/she or his/her father or grandfather was an Indian citizen by virtue of the Constitution of India or Indian Citizenship Act, 1955. (It is clarified that the citizens of Pakistan, Bangladesh, Afghanistan, Bhutan, Nepal and Sri Lanka shall be deemed to be not of Indian origin.)
 - iii) Joint application by a maximum of two persons is permitted, only if applicants are members of the same "family", (which term shall mean and include spouse, parents and children only).
 - b) Other Entity(ies), shall mean to include either a Body Corporate incorporated in India or a Partnership firm or HUF or any other Association of Persons (AOP) recognized as a legal entity under any law in India (Copy of Certificate of Incorporation or copy of Registration Certificate will be required).
 - c) The applicant(s) qualifying for allotment may be required to furnish such documentary evidence as deemed appropriate to satisfy Nilanchal of the Applicant' ability to arrange and/or pay for the price of the said apartment. This however will be required only at the time of allotment.
3. Application Procedure
 - a) A person intending to buy an apartment (hereinafter referred to as the Applicant) will have to apply in the prescribed Application Form contained in the Brochure giving all the particulars required therein in full.
 - b) The Applicant is advised to go through and understand the General Terms and Conditions carefully before filling in the Application Form and if required take legal assistance in this regard. The Applicant is informed that signing of this document would confirm his/her acceptance of all the General Terms and Conditions as is set out herein.
 - c) Allotment will be based on 'first come first served' basis. If the Applicant wishes to book an apartment, the Applicant would need to check the availability status of apartments from Developer from their offices and can block the Apartment of Applicant's choice by submitted a duly completed Application Form along with the complete Application Money.
 - d) A Bank Draft or a Pay Order or Cheque shall be drawn in favour of Abhinaash Developers Private Limited payable at Kolkata for the amount of Application Money for the apartment selected as mentioned hereafter in the Payment Schedule to this Application Form. Outstation cheques shall not be accepted.
- e) An Indian Citizen residing abroad or a Foreign Citizen of Indian Origin as described herein above is required to remit the Booking Money directly into the designated bank account of Developer or shall send the money by way of a Bank Draft and/or Pay Order payable at Kolkata for an equivalent amount in Indian Rupees payable as Booking Money for the apartment selected.
- f) An Application Form is valid for booking of one apartment only. Any Applicant intending to buy more than one units shall have to submit separate Application Form.
4. Allotment Proceedure: Allotment will be made immediately on receipt of the Original Application Form, provided the form is complete in all respect and the required remittance has been made. Allotment Letter will be issued to the Applicant within 10 days from the date of receipt of the Application and clear funds in the bank account of Developer, which ever is later.
5. Scrutiny, Rejection and Refunds:
 - a) Application remaining incomplete or deficient in any respect and/or not accompanied with the requisite remittances and/or relevant documents will be liable to be rejected.
 - b) Applications containing false/incorrect/misleading information are liable to be summarily rejected and the booking shall stand cancelled, whenever so detected and at any point of time even if allotment has been made.
 - c) Upon such cancellation, all installments paid till that date shall be refunded without any interest but after deduction of the Application Money paid on account of Administrative Costs of Developer.
6. Withdrawal of Application/Cancellation of Booking:
 - a) Applicant are free to withdraw their applications and cancell their bookings at any time after after allotment but before the possession of the Apartment is given.
 - b) Total deposit or installments paid by the Applicant will be refunded without any interest after deduction of the Application Money paid on account of Administrative Costs of Developer. All such refunds shall be made to Non Resident Indian buyers in Indian Rupees (in terms of the Reserve Bank of India Guidelines).
7. Price and Payment Schedule:
 - a) Price:
 - i) The prices as indicated in the Payment Schedule under the Down Payment Scheme or Installment Payment Scheme are firm, except in the case of any increase in the price of steel or cement or Government Levies and/or taxes. Developer reserves the right to increase the price of the apartments both under the Down Payment Scheme or Installment Payment Scheme accordingly.
 - ii) Cement and Steel are two items that have a large impact on the cost of any project. Actual impact is known only after the completion of the project, however for the present purposes we would take it to be 25%.
 - iii) Any unusual fluctuation in the above prices as reflected by a change in the RBI price index (PI)

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Primary Applicant

Joint Applicant

General Terms and Conditions of Booking and Sale

will be chargeable to the price of the Apartments in the ratio of the variation, reflected on the RBI publication on the relevant PI with respect to the PI as on the 31st January 2012.

- b) Payment Schedule:
 - i) Under Down Payment Scheme: This Schedule requires 100% payment of the price within 45 days from the date of allotment being made.
 - ii) Under Installments Payment Schedule: This schedule requires payment of allotment money and respective installments as indicated in the said schedule.
8. Car Parking:
 - a) Car parking facility has been provided in the complex at the ground level at the prices as indicated in the price schedule separately
 - b) While every endeavor will be made to provide each Applicant with at least one car parking space, the decision of Developer will be final and binding.
 - c) One can opt for more than one space. If after allocation one space for each apartment, some unallotted parking spaces are available, these will be offered to Applicant desiring additional car parking space.
9. Delay in Payment of Installments and/or Other Dues:
 - a) It is understood that the time of payment of all installment as and when they become due is of the essence of the Application.
 - b) It shall be incumbent on the Applicant to comply with the terms of payment in respect of the apartment and any other sums payable under the GENERAL TERMS and CONDITIONS. Payment of Allotment Money is required to be made within 15 (Fifteen) days of the date of Allotment.
 - c) No extension of time will be allowed for payment of Allotment Money.
 - d) Payment of installments and/or all other dues shall have to be made within the due dates as intimated in the Allotment Letter.
 - e) In case payment is delayed, the Applicant shall have to pay interest on the amount due at the rate of 15% per annum.
 - f) For any delay in payment of installments and/or other dues beyond 2 (two) months from the respective due dates, the allotment may be cancelled at the option of Developer, in which case Developer shall deduct the Application Money paid on account of Administrative Costs. The total deposits or amounts paid by the Applicant till that day will be refunded without any interest and after deduction of the said Administrative Cost. The Applicant shall have no right and/or lien on the apartment.
10. Possession: Developer shall endeavour to give possession of apartments to the Applicant within 15 months from the date of commencement of construction. However, if Developer fails to deliver so (except due to force majeure), the Applicant will be compensated in the manner as set out below. Force majeure shall, inter alia include non-availability or irregular availability of essential inputs, strike by Contractors/Construction Agencies, delays in providing essential services/permissions by the concerned

authorities, litigation, Acts of God, requisitioning, civil commotion and/or such other reasons beyond the control of Developer.

11. Compensation for Delay in Giving Possession:
 - a) In any situation other than that of Force Majeure (as stated above), if Developer fails to deliver possession of the apartment to the Applicant within the stipulated time, it will pay compensation to the Applicant for such apartment effective from the scheduled date of delivery of possession till actual date of handing over of possession of the apartment @ 0.1% of the apartment price per month.
 - b) On completion of the project, Developer will serve notice calling upon Applicant to take possession of apartments within a time period. The last date of the time period given shall be deemed to be the 'Date of Possession' irrespective of the date when the Applicant takes physical possession of its respective apartment. The Applicant shall be required to take possession of its apartment within the time mentioned after complying with the General Terms and Conditions failing which the Applicant shall be liable to pay additional maintenance charges at the rate of Rs. 2,500.00 (Rupees Two Thousand Five Hundred only) per month for the period between the deemed date of possession of the apartment and the date of taking physical possession of the apartment by the Applicant, over and above any other charges which may be payable. Developer shall not be liable in case of any damage to the apartment during the intervening period.
12. Management and Maintenance of Common Areas and Facilities:
 - a) Formation of Maintenance Company and Interim Maintenance:
 - i) Developer will initiate the formation of the maintenance company (MC) which, besides others, will manage and maintain the common areas and facilities serving Mandeville Garden Court. The MC will frame bye-laws for management and maintenance of the above-mentioned common areas and facilities and the same shall be binding upon all the Applicant. Developer will also help in setting up the MC and its different committees.
 - ii) However, Developer by itself or through its nominee will maintain common areas and all facilities serving the Building/Complex for a period of 3 (Three) years after handing over possession of the apartments. The Applicant shall be required to pay to Developer a sum of Rs. 2.50 per square feet of the super built area of the apartments, per month towards the maintenance cost of the common areas and facilities and payment of security services for these three years as and when called by Developer to do so (but before taking possession). This charge covers also the cost of consumption of 500 W emergency power in each apartment. Any surplus arising therefrom shall be credited to the account of Developer. This payment has to be made at a time as there will not be any installment provision for it. Service Tax as applicable at the time of payment will be charged extra.

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Primary Applicant

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General Terms and Conditions of Booking and Sale

- iii) On completion of this 3 years period or even earlier, the Developer will hand over the charge of the aforesaid maintenance and security service to the said Maintenance Company, unless otherwise mutually agreed.
 - b) Maintenance Corpus Deposit: In addition to the above mentioned maintenance charge, the Applicant shall have to deposit a sum of Rs. 50.00 (Rupees Twenty Five Only) per square feet of the Super Built up area of their apartments towards Maintenance Corpus Deposit, before taking possession of the apartment when called upon to do so by Developer. The Income of the corpus so earned will be utilized for the maintenance of common areas and all facilities including infrastructural facilities serving the Complex/Building. Developer will transfer the said Maintenance Corpus Deposit without any interest to the said Maintenance Company is formed and registered. The Maintenance Corpus Deposit collected from each Applicant will remain credited to the account of such Applicant in the records of Developer and subsequently to the said Maintenance Company.
13. Registration and Conveyance: The Deed of Conveyance of an apartment shall be executed and registered in favour of the Applicant subject to clearance of the entire consideration along with all other dues and deposits, etc. receivable by Developer. The Applicant will be given prior intimation of the date of registration. The Deed of Conveyance will be drafted by Developer in such form and containing such particulars as may be required. The Applicant will be wholly and exclusively required to pay stamp duty, registration charges, taxes and other cess or charges as may be levied by the Government from time to time for the Registration of the Deed of Transfer of their respective Apartments. Each Applicant will be required to pay the nominated solicitors of the Developer, documentation charges at the rate of Rs. 20,000.00 per unit.
14. Transfer of Apartments: The Applicant opting for payment schedule under Installment Payment Plan shall not be ordinarily eligible to alienate and/or transfer their interests in the allotted Apartment (s) until full and final payment of all installments and interests due thereon to Developer, except in deserving cases and solely at the discretion of Developer. However, transfer/alienation shall be ordinarily permitted in case full payment has been made by the Applicant.
15. Transfer Fee: No transfer or alienation of interest of any nature whatsoever shall be permitted and recognized by Developer except upon payment of a transfer fee of the 2.5% of the total price of the apartment, parking space and upgradation of individual apartment at the time of the transfer.
16. CESC Transformer Charges and other Amenities: The Applicant would have to pay the charges on account of CESC Transformer services charges to be provided within the complex. The actual amount to be notified by the Developer in due course which shall be based on actuals and supported by documents.
17. Diesel Generated Power Backup for Each Apartment: 500W emergency power will be provided to each apartment by installing a diesel generator. The actual amount to be notified by the Developer in due course which shall be based on actuals and supported by documents.
18. General
 - a) It is understood that the Applicant has applied for allotment of a residential apartment with full knowledge and agrees to be subject to all the laws/notifications and rules applicable to the project area in general and the group housing project in particular, which have been understood by him/her. It is further understood that the Applicant has fully satisfied himself/herself about the interest and the title of Developer in the project land.
 - b) The expression 'Allotment' wherever used herein shall always mean 'Provisional Allotment' and will remain so till such time a formal deed of transfer is executed and registered in favour of the Applicant for his/her respective apartment.
 - c) The word "transfer" wherever used shall not include mortgage of the apartment with a Bank or Financial Institution for the purpose of obtaining a housing loan without giving physical possession of the apartment
 - d) Non-payment of any dues whatsoever by the Applicant to Developer will create a charge on the Apartment in favour of Developer.
 - e) No request for any discount on any whatsoever shall be entertained by Developer.
 - f) The site layout, building plans and specifications of the building and the apartment(s) are tentative and are subject to variation. Developer may effect such variations, additions, alterations, deletions and/or modifications therein as it may, at its sole discretion deem appropriate and fit or as may be directed by any competent authority. The Covered Area of the apartment(s) may increase/decrease up to a maximum of 2%. No complaint regarding design, layout and accommodation shall be entertained by Developer. In case the variation of the Covered Areas of the apartments are more than 2%, the prices of the Apartments will be adjusted accordingly, before handing over possession.
 - g) Furniture layout shown in the brochure is indicative of how the apartment can be used. No furniture will be provided with apartments. Plants/shrubs shown are indicative and will not be supplied by Developer.
 - h) Developer will not entertain any requests for modification of the Internal layouts of the apartments, external facades of the towers, specifications of apartments or any other changes, except those offered under the enhanced option.
 - i) Complaints, if any, regarding specifications, fittings and fixtures, etc. provided in the apartments will be required to be brought to the notice of Developer within the deemed date of possession. Developer will not be responsible for any damage caused to the apartments on account of delay in taking over possession and in such event, the Applicant will have to take physical possession of the apartments on "as is where is" basis.

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Primary Applicant

Joint Applicant

General Terms and Conditions of Booking and Sale

- j) Potable water will be supplied to the Building/Complex by Kolkata Municipal Corporation or any other local authority subsequently formed.
- k) Arrangement for disposal of the sanitary, sewerage and storm water will be made to the nearest point designated by the Kolkata Municipal Corporation or any local authority subsequently formed.
- l) Internal wiring for electricity will be provided for each apartment. However, the Applicant will have to apply to the CESC individually for obtaining supply of power and the meter for their respective apartments. The Applicant shall be required to pay the applicable security deposit and/or other charges for the same to the Authority.
- m) The Applicant may be required to execute, if necessary, a formal agreement for sale in such form as may be prescribed by Developer within 15 days of being required in writing to do so. The stamp duty at the applicable rate shall be payable wholly and exclusively by the Applicant.
- n) An applicant shall not be entitled to get the name of his/her nominee(s) substituted in his/her place.
- o) After delivery of possession of the apartment as stated in above hereinabove, the Applicant shall be liable to pay to Developer or other appropriate authorities all rates, taxes, levies, cess, deposits including security deposit or assessments pertaining to the apartment wholly and the common areas proportionately on demand.
- p) Application in the prescribed form as contained in the Brochure is subject to the General Terms and Conditions stated herein and also in other parts of the Brochure including all documents/inserts namely, Price & Payment Schedule, which are contained in and form part of the Brochure.
- q) All correspondences with the Applicant will be made at the address for correspondence on Developer's record initially indicated in the Application Form, unless changed. Any change of address will have to be notified in writing to Developer at its Office and acknowledgement obtained for such change. In case there is a Joint Applicant, all communication shall be sent by Developer to the Applicant whose name appears first and which shall for all purposes be considered as served on both the Applicant.
- r) The Applicant must quote the Application Number as printed in the Acknowledged Pay-in-Slip and/or on allotment their apartment Number as indicated in the Allotment letter in all future correspondences.
- s) Dispute(s), if any, shall be subject to the Jurisdiction of Courts of law at Kolkata only.
- t) Developer reserves the right to reject any application without assigning any reason whatsoever.
- u) The failure of Developer to enforce at anytime or for any period anyone or more of these Terms & Conditions shall not imply either its waiver or right at anytime subsequently to enforce all Terms & Conditions.
- v) Developer reserves the right to refer any dispute(s) to Arbitration. The Arbitration proceedings, if any shall be governed by Arbitration and Conciliation Act, of 1996 (as amended from time to time).

I/We confirm that I/we have examined the contents of this page. I/we confirm that I/we have understood the meaning and purport thereof and agree to abide by the same.

Primary Applicant

Joint Applicant