

RISHI TOWER

Application Form

with

General Terms

&

Conditions

APPLICATION FORM

(for allotment of IT & ITES Office at 'Rishi Tower')

Messrs. EDP Software Limited

C-303, City Centre Mall,
DC Block ,
Salt Lake City,
Kolkata-700064.

Sub: Application for allotment of **IT & ITES Office** in the Project 'Rishi Tower' developed by you in New Town, Kolkata, West Bengal.

Dear Sirs,

We are desirous of acquiring an **IT & ITES Office** at your proposed project '**Rishi Tower**'. I/ We wish to register myself / ourselves for due consideration for allotment of a Unit in the said project.

My/our personal details, preference for allotment of the Unit, the Payment Method and Installments are morefully mentioned in Annexure I hereto. I/We hereby solemnly declare that all that is mentioned in Annexure-I is true to the best of my/our knowledge and nothing relevant has been concealed or suppressed. I/We also undertake to inform you of any future changes, related to the information and details mentioned in this Application. Any information provided by me/us or anything arising out of this application may be utilized by you, without any claim or objection by me/us.

I/We do hereby solemnly further agree, accept and declare as follows:-

1. That I/we have read and understood the Terms And Conditions applicable to the application, allotment and sale and the General Terms & Conditions as contained in Annexure II hereto and do hereby accept the same and agreed to abide by the same.
2. That I/we do hereby accept and agree to abide by any other terms and conditions as may be prescribed by you in future. I/We further agree to sign and execute the necessary documents as and when desired by you.
3. That I/we are aware that the completed Application Form and Application Money has to be submitted at your Administrative Office at C-303, City Centre Mall, DC Block, Salt Lake City, Kolkata-700064.
4. That this application is only a request of the applicant for allotment by sale of the Unit and does not create any right whatsoever or howsoever of the applicant.
5. The Application Money being tendered along with this form shall be adjusted / appropriated towards the amount to be paid at the time of agreement.
6. That I/We agree that in the event you decide to allot Unit in the project, I shall pay the sale price, extras and deposits and other applicable charges as per the payment plans and installments worked out by you. All taxes, levies and imposition arising out of the transaction shall also be payable by me.
7. That you shall be free, in your discretion, not to accept this or any application and shall also be free, in your discretion, to allot/transfer the unit/s to any person without any claim, objection or obstruction from me/us or any person claiming through me/us.
8. That you, at your sole discretion, shall be entitled to reject any application without assigning any reason whatsoever or howsoever to me/us.
9. That in the event of non-acceptance of our application by you, the Application Money will be refunded without any liability towards costs/damage/interest etc.
10. Unless an agreement is executed in writing, I/we shall not be entitled to and hereby agree not to set up any oral agreement or any contract whatsoever or howsoever.

I/We enclose herewith Cash/Cheque No. _____ dated _____ drawn on _____ for Rs. _____ in favour of EDP Software Limited towards Application money.

I/We would be pleased if our application results in a successful allotment in our favour.

Place:

Date:

(Signature of Sole/Primary Applicant)

(Signature of Joint Applicant)

Form for Individuals

(Please fill in block letters and strike out the options that are not applicable. Put a tick mark where options are given by indication of the mark '☐').

Sl. No.	Particulars	<u>Sole/Primary Applicant</u>	<u>Joint Applicant</u>
1.	Full Name – Mr./Ms. :	_____	_____
2.	Name of Father /Husband/ Guardian :	_____	_____
3.	Occupation :	_____	_____
4.	Age :	_____ years	_____ years
5.	Nationality :	<input type="checkbox"/> Indian <input type="checkbox"/> NRI <input type="checkbox"/> Person of Indian Origin <input type="checkbox"/> Others	<input type="checkbox"/> Indian <input type="checkbox"/> NRI <input type="checkbox"/> Person of Indian Origin <input type="checkbox"/> Others
6.	Permanent Address :	_____ _____ _____ Pin Code _____	_____ _____ _____ Pin Code _____
7.	Address for correspondence :	_____ _____ _____ Pin Code _____	_____ _____ _____ Pin Code _____
8.	Phones :	_____	_____
	Fax :	_____	_____
9.	Email :	_____	_____
10.	PAN/GIR Number :	_____	_____
11.	Photograph of applicant(s)	<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 is 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)

Additional Information for Non-Resident Indian/Persons of Indian Origin Applicant(s):

	For Sole/Primary Applicant	For Joint Applicant
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 applicant/s		
(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 is 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)

Form for Other Entities

(Please fill in block letters and strike out the options that are not applicable. Put a tick mark where options are given by indication of the mark '☐').

Sl. No.	Particulars	<u>Sole/Primary Applicant</u>	<u>Joint Applicant</u>
1.	Full Name – Mr./Ms. :	_____	_____
2.	Name of Director/ Partners/ Karta/ Trustees :	_____	_____
3.	Status :	<input type="checkbox"/> Private Limited Company <input type="checkbox"/> HUF <input type="checkbox"/> Limited Company <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Others	<input type="checkbox"/> Private Limited Company <input type="checkbox"/> HUF <input type="checkbox"/> Limited Company <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Others
4.	Date of Incorporation :	_____	_____
5.	Registered Office/ Head Office address :	_____ _____ _____	_____ _____ _____
		Pin Code _____	Pin Code _____
6.	Address for correspondence :	_____ _____ _____	_____ _____ _____
		Pin Code _____	Pin Code _____
7.	Phones :	_____	_____
	Fax :	_____	_____
8.	Email :	_____	_____
9.	PAN/GIR Number :	_____	_____
10.	Photograph		

Space for photograph of
Director/Partner/ Karta/
Trustee

Space for photograph of
Director/Partner/ Karta/
Trustee

Note:

1. Certified True Copy of the Memorandum and Articles of Association/Partnership Deed/Trust Deed/Constitution Deed/Board Resolution may kindly be annexed.
2. In case there is 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 alongwith supporting documents.

(Signature of Sole/Primary Applicant)

(Signature of Joint Applicant)

Preference of Office and Parking Right

Sl No	Particulars	<u>First Preference</u>	<input type="checkbox"/> Alternative 1	<input type="checkbox"/> Alternative 2
1.	a) Unit No.			
	b) Floor(s)			
	c) Type (Bare shell/Finished)			
	d) Saleable Area			
2.	Type of Car Parking Space preferred with quantum of parking spaces required (e.g. 1, 2, 3...)			
		: <input type="checkbox"/> Covered Parkomat ____		<input type="checkbox"/> Open ____

Price and Payment Plan

1. Price:
- Unit : Rs. _____ (Rate @Rs. _____)
 - Car Park : Rs. _____
 - Extra Charges : Rs. _____
- Total : Rs. _____
2. Mode of Payment : Down Payment Installment
3. In case of Installment the following payment schedule shall be followed:

Booking Amount	25%	On casting of slab of second floor	10%
		On casting of slab of third floor	10%
On foundation	10%	On casting of slab of fourth floor	10%
On casting of slab of ground floor	10%	On casting of slab of fifth floor	10%
On casting of slab of first floor	10%	On possession	Balance Amount

SCHEDULE OF CERTAIN EXTRAS AND DEPOSITS PAYABLE BY APPLICANT(S) – As per the Price and Payment Schedule enclosed

(Signature of Sole/Primary Applicant)

(Signature of Joint Applicant)

GENERAL TERMS AND CONDITIONS:

1. The allotment of any **IT & ITES Office** to any eligible applicant shall be at the sole discretion of EDP Software Limited (hereinafter referred to as “EDPSL”) and EDPSL may accept or reject any application without assigning any reason therefor.
2. Applications from intending allottee(s) other than Indian citizens domiciled 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. Such applicants 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.
3. The duly completed Application and Application Money has to be submitted at the administrative office of EDPSL at Block C-303, City Centre Mall, DC Block, Salt Lake, Kolkata – 700064 or at any other place as may be hereafter intimated by EDPSL. Only fully completed applications accompanied with payment of application money shall be considered as confirmation of the intent of the applicant to opt for purchase of an IT & ITES Office at ‘Rishi Tower’.
4. Application remaining incomplete or deficient in any respect and/or not accompanied by the required remittance and/or relevant documentary evidence will be liable to be rejected. Applications containing information known to the applicant as false are liable to be summarily rejected and allotment shall stand cancelled whenever such defect is detected at any point of time even if allotment has been made.
5. Even after allotment, if it is found at any time from the documents or information submitted or obtained subsequently that the applicant is not eligible for allotment of IT & ITES Office for any reason, EDPSL shall be free to cancel the allotment unilaterally without prejudice to any other rights of EDPSL.
6. In case there are joint applicants, 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 to the office of EDPSL.
7. Transfer of IT & ITES Office – The allottee (s) opting for payment under Installment Payment Plan shall not be normally eligible to alienate and/or transfer their interests in the allotted IT & ITES Office in full or in part until full payment of all installments and interests thereon, if any, is made to EDPSL except in deserving cases, solely at the discretion of EDPSL. However transfer or alienation shall be permitted and recognized by EDPSL for conveyance upon payment of a transfer fee @ 3% of the consideration value to be received for such transfer including car parking or the total sale price of the IT & ITES Office and the car parking as charged by EDPSL.
8. Application money (without any interest/costs/damages/etc), shall be refunded by EDPSL to the Applicant upon rejection of the Application. The liability of EDPSL under or arising out of any application shall not exceed, under any circumstance, the amount of application money, if so refundable to the Applicant in terms of the application.
9. **Forfeiture Clause :**
 - a) Before Allotment – Applicants may withdraw application money at any time before the issue of provisional allotment letter and may get refund of the application money without any interest and after deduction of a fixed service charge of Rs.1,00,000.00 (One Lac).
 - b) After Allotment - In case of cancellation of allotment before issuance of possession letter, all amounts paid by the allottee will be refunded without any interest, after deduction of a fixed service charge of 10% of the total sale price of the IT & ITES Office and the car parking space. In case of cancellation, the allottees shall have no right and/or lieu on the IT & ITES Office.
10. Receipt for application money shall be subject to encashment of cheque in case of cheque payment. Non encashment of cheque due to any reason shall result in automatic cancellation of the application and will attract a charge of Rs.500/- per cheque dishonour.
11. In case the applicant has indicated his choice for Alternatives to the First Preference in respect of IT & ITES Office, each such Alternative shall for all intents and purposes also be deemed to be his first preference and in case of allotment of any Alternative IT & ITES Office to the applicant, such alternative IT & ITES Office shall be acceptable to the Applicant just in the same way as his First Preference and the application cannot be withdrawn on the ground of allotment of any Alternative.
12. The applicant (s) has accepted the plans layout, designs and specifications for the project. The applicant(s) agrees that EDPSL may effect such variations additions alterations deletions and modifications therein as it may, in its sole discretion, deem appropriate, fit or necessary and the applicant(s) hereby give its consent to such variation / addition / alteration/ deletion and modification. The price and other amounts payable by the applicant(s) shall be varied pro-rata in case of any variation in the area of the allotted Unit.

13. The allottee(s) shall use the IT & ITES Office only for the purpose for which it is sanctioned.
14. Limited number of Car parking facility has been provided in the office complex. It comprises both covered and open parking. Each allotted parking space will entitle the allottee the right to park only one vehicle. The identification of the location of any car parking spaces allotted to successful applicant(s) shall be done by EDPSL in its discretion and choice on or before the delivery of possession of the IT & ITES Office to the applicant(s). The right to use the parking space under no circumstances is separately transferable. This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided. Un-allotted parking space, if any shall continue to remain the property and in possession of EDPSL.
15. Save in case specifically earmarked as common, the roof of the building shall be reserved with EDPSL who shall, interalia, have the right and liberty to allot any part or portion exclusively to any person or IT & ITES Office holder(s) as it may deem fit or proper. EDPSL shall also be at liberty to execute or reserve any area or portion in the building complex for itself or any company as it may deem fit and proper.
16. Applicant of an IT & ITES Office would enter upon a sale agreement in respect thereof with confirmed allotment of the specific IT & ITES Office applied for. Terms and conditions herein shall stand super-ceded by the Agreement for Sale and other documents of transfer.
17. The successful applicant(s) shall pay the price of the Unit to EDPSL in accordance with the payment plan forming part of the application. In addition to the same, such applicant(s) shall also pay all extras and deposits to be specified in the Agreement for Sale and including those mentioned in Schedule below. All payments shall be made by demand drafts / cheques drawn upon and payable at Kolkata only. Demand Draft charges will be borne by the applicant.
18. 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 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.
19. Any money receipt granted to the applicant shall be valid only for 30 days and application of the payee shall automatically stand withdrawn/cancelled in case of non-execution of the agreement for sale within 30 days from the date of the receipt owing to any delay on the applicant's part.
20. Unless a conveyance deed is executed and registered, EDPSL shall for all intents and purposes continue to be the owner of the Plot / IT & ITES Office and this agreement shall not give to the allottee any right or title or interest therein.
21. The applicant(s) shall be liable and responsible for any consequence arising from any false or misleading representations and informations. In case of application made by entities, the representative or persons responsible for the management of the same (including Director, Trustee, Manager, Karta etc., as applicable) shall be responsible.
22. EDPSL may amend /alter or add to these terms / rules as and when necessity so arises and the intending allottee shall be bound by the amended rules.
23. Courts having territorial jurisdiction alone shall have jurisdiction to entertain or try any dispute arising out of this application.

(Signature of Sole/Primary Applicant)

(Signature of Joint Applicant)

For Office use only

- 1) Application Registration No. _____.
- 2) Application received by _____.
- 3) Application accepted / rejected _____.
- 4) Registration money received vide Receipt no. _____ dated _____
For Rs. _____.

Remarks

(Authorised Signatory of the Company)

EDPSL stamp with date