

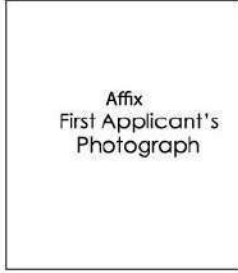
FORM NO. \_\_\_\_\_



## **APPLICATION FORM**

### **GENERAL TERMS AND CONDITIONS**





**FOR PROVISIONAL BOOKING**  
(Strike out portions that are not applicable. Incomplete application, will not be entertained)



To,  
Merlin Projects Limited  
22 Prince Anwar Shah Road, Kolkata : 700 033

Dear Sir/Madam,

I/We wish to apply for allotment of an Apartment in your Project Merlin Sports City.

Please ✓ one

**2 BHK**  **3 BHK**

**Site Address:** Mouza Khamar and Bishnupur J.L Number 29 & 44 Langolpota, Bishnupur, Rajarhat, North 24 PGS, Kolkata : 700135.

**I. SOLE/FIRST APPLICANT**

Please ✓ one

<input type="checkbox"/>	Sole Application
<input type="checkbox"/>	Joint Application

**PLEASE FILL IN BLOCK LETTERS**

- Full Name: (Mr./Ms.): \_\_\_\_\_
  - Father's/Husband's Name: \_\_\_\_\_
  - Date of Birth: DD  MM  YYYY
  - Nationality: \_\_\_\_\_
  - Occupation (Please ✓ One)  Employed  Self-employed  Housewife  Student  
 Others (Please specify) \_\_\_\_\_
  - Profession/Nature of Business: \_\_\_\_\_
  - Citizenship Status (Please ✓ One)  Resident Indian  Non-Resident Indian  Person of Indian Origin
  - Permanent Address: \_\_\_\_\_  
\_\_\_\_\_  
PIN: \_\_\_\_\_ P.O: \_\_\_\_\_  
P.S: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_
  - Same as above
  - Address for Correspondence: \_\_\_\_\_  
\_\_\_\_\_  
PIN: \_\_\_\_\_ P.O: \_\_\_\_\_  
P.S: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_
- E-mail: \_\_\_\_\_
- Mobile (1): \_\_\_\_\_ Mobile (2): \_\_\_\_\_
10.  IT PAN: \_\_\_\_\_  Aadhar No. \_\_\_\_\_

Note: Attached Photocopy of the documents.

**II. SECOND APPLICANT (If any)**

PLEASE FILL IN BLOCK LETTERS

1. Full Name: (Mr./Ms.): \_\_\_\_\_
  2. Father's/Husband's Name: \_\_\_\_\_
  3. Date of Birth: DD   MM   YYYY     4.Nationality: \_\_\_\_\_
  4. Occupation (Please ✓ one): Employed  Self-employed  Housewife  Student   
 Others (Please Specify) \_\_\_\_\_
  5. Profession/Nature of Business: \_\_\_\_\_
  6. Citizenship Status (Please ✓ one): Resident Indian  Non-Resident Indian  Person of Indian Origin
  7. Permanent address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PIN: \_\_\_\_\_ P.O: \_\_\_\_\_  
P.S: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_
- E-mail: \_\_\_\_\_
- Mobile (1): \_\_\_\_\_ Mobile (2): \_\_\_\_\_
8.  IT PAN: \_\_\_\_\_  Aadhar No. \_\_\_\_\_
- Note : Attached Photocopy of the documents.
9. Relationship with 1st Applicant: \_\_\_\_\_

**III. THIRD APPLICANT (If Any)**

PLEASE FILL IN BLOCK LETTERS

1. Full Name: (Mr./Ms.): \_\_\_\_\_
  2. Father's/Husband's Name: \_\_\_\_\_
  3. Date of Birth: DD   MM   YYYY     4.Nationality: \_\_\_\_\_
  4. Occupation (Please ✓ one): Employed  Self-employed  Housewife  Student   
 Others (Please Specify) \_\_\_\_\_
  5. Profession/Nature of Business: \_\_\_\_\_
  6. Citizenship Status (Please ✓ one): Resident Indian  Non-Resident Indian  Person of Indian Origin
  7. Permanent address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PIN: \_\_\_\_\_ P.O: \_\_\_\_\_  
P.S: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_
- E-mail: \_\_\_\_\_
- Mobile (1): \_\_\_\_\_ Mobile (2): \_\_\_\_\_
8.  IT PAN: \_\_\_\_\_  Aadhar No. \_\_\_\_\_
- Note : Attached Photocopy of the documents.
9. Relationship with 1st Applicant: \_\_\_\_\_
10. If the 1st /2nd /3rd  applicant is a minor, please furnish proof of age of the minor, along with the name & address of the natural guardian:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Relationship with Minor: \_\_\_\_\_

**IV. DETAILS APPLICABLE FOR NON-RESIDENT INDIAN(S)/PERSONS OF INDIAN ORIGIN ONLY**

	<b>First Applicant</b>	<b>Second Applicant (If Any)</b>
1. State:	_____	_____
2. District:	_____	_____
3. Passport:	_____	_____
4. Passport Number:	_____	_____
5. Place of Issue:	_____	_____
6. Date of Issue:	_____	_____
7. Country if Residence:	_____	_____
8. PIO Card Number:	_____	_____
9. Does the applicant hold any property in India: If yes, please specify:	Yes/No _____	Yes/No _____
10. Contact Persons in India (Full Name):		
i. First Applicant Mr. / Ms. / Mrs.:	_____	_____
ii. Joint Applicant (if any) Mr./Ms./Mrs.:	_____	_____
12. Banking Details		
i. NRO Account No:	_____	_____
ii. Name of Bank & Branch:	_____	_____
iii. NRE Account No:	_____	_____
iv. Name of Bank & Branch:	_____	_____
v. FCNR Account No:	_____	_____
vi. Name of Bank & Branch:	_____	_____
13. Address for Correspondences in India: First Applicant		

City: \_\_\_\_\_ Pin: \_\_\_\_\_  
 State: \_\_\_\_\_ Country: \_\_\_\_\_  
 Mobile No: \_\_\_\_\_ Email ID: \_\_\_\_\_

14. Address for Correspondences in India: Joint Applicant (if any)

City: \_\_\_\_\_ Pin: \_\_\_\_\_  
 State: \_\_\_\_\_ Country: \_\_\_\_\_  
 Mobile No: \_\_\_\_\_ Email ID: \_\_\_\_\_

**V. DETAILS APPLICABLE FOR CORPORATES/OTHER ENTITIES ONLY**

1. Name of the Organization: \_\_\_\_\_
2. Type of Entity (Please one): Public Ltd/Private Ltd/Partnership/LLP: \_\_\_\_\_  
 \_\_\_\_\_ (Specify) \_\_\_\_\_ Others \_\_\_\_\_
3. Date of Incorporation: \_\_\_\_\_
4. Registration Number: \_\_\_\_\_
5. Annual Gross Turnover (Rounded up to nearest lakh): ₹ \_\_\_\_\_
6. Address of Registered Office: \_\_\_\_\_

City: \_\_\_\_\_ Pin: \_\_\_\_\_  
 State: \_\_\_\_\_ Country: \_\_\_\_\_

7. Communication Address: [This address & details shall be used for all future communications] \_\_\_\_\_

City: \_\_\_\_\_ Pin: \_\_\_\_\_  
 State: \_\_\_\_\_ Country: \_\_\_\_\_  
 Mobile (personal): \_\_\_\_\_  
 Phone (Residence): \_\_\_\_\_  
 Phone (Work): \_\_\_\_\_  
 Email: \_\_\_\_\_

8. Details of Authorized Signatory:  
 Mr./Ms./Mrs.: \_\_\_\_\_  
 Designation: \_\_\_\_\_  
 Mobile: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_ Email: \_\_\_\_\_

9. Please tick the document attached: IT PAN/Form 60: \_\_\_\_\_ IT PAN \_\_\_\_\_

10. Enclosed herewith, certified copy of the Resolution dated and Memorandum & Articles of Association/Partnership Deed.

**PART – A**

**4 WHEELER CAR PARKING OPTION :**

Please ✓ one parking preference YES:  NO:

**PART – B**

**PAYMENT PLAN OPTED :**

Instalment Payment  Down Payment

**PART – C**

**PAYMENT DETAILS**

a) Mode of Payment : Cheque  Draft / Pay Order   
 (NO CASH PAYMENT ACCEPTABLE)

**PAYMENT AGAINST PROVISIONAL BOOKING :**

a) Payment Details : Cheque / Draft / Pay Order No. .... Dated .....

Amount .....(Rupees .....)

Drawn on ..... Branch .....

**PAYMENT IN FAVOUR OF "MERLIN PROJECTS LIMITED"**

**PART – D**

**HOME LOAN**

a) Loan / Finance Required : Yes  No  Preferred Financier .....

Note : Merlin Projects Limited shall only assist the applicant(s) for procuring home loan from the above mentioned financial institutions on a reasonable effort basis subject to the applicant fulfilling all criteria of the respective financial institutions. if the applicants(s) wishes to avail home loan from any other financial institution then (a) The applicant(s) must approach Merlin Projects Limited well in advance in order to ensure timely approval/sanction/disbursements of their respective loans to avail. (b) shall not be held accountable for delays in sanction of home loans and/or non-approval of the Merlin Projects Limited project by the aforesaid or any other financial institutions for any reason whatsoever. MPL will share the details of the applicant with preferred financial partners.

I/We give the consent to contact us by financial institute for assisting in home loan.

**PART – E**

Please ✓ one how did you come to know about the project?

Existing Customer  Newsprint  Hoarding  Website  E-mail  Channel Partners

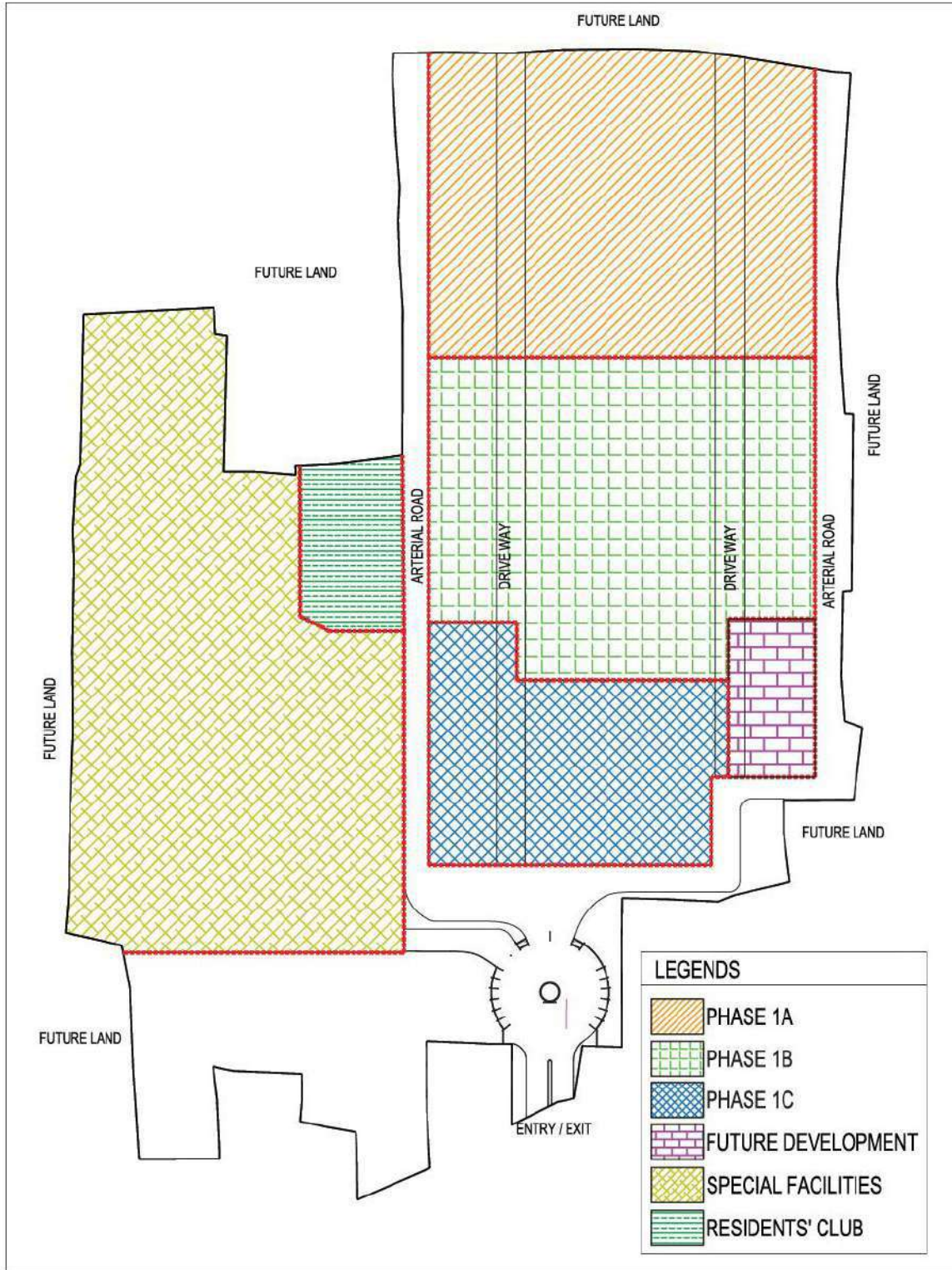
Others (Specify).....

I/We confirm to have understood my/our respective rights, duties, responsibilities, obligations under each and every clause of the GTC and undertake to abide by the terms and conditions as laid down in the GTC.

I/We aware that in the present offering, there are 2 BHK or 3 BHK flat in various floors amongst the different blocks. I/ We can make a choice of either a 2 BHK or 3 BHK flat, however, in the lottery process, the selected flats i.e. 2 BHK or 3 BHK flat as applied by me/us may be allotted in any floor of any block. In like manner car parking spaces will be allotted in any demarcated space. Price for allotted apartment and car parking will be charged accordingly as per respective payment plan as mentioned in Annexure-3.

	First Applicant	Second Applicant (If any)	Authorized Signatory (In case of Corporates / Other Entities)
Signature:	_____	_____	_____
Place:			
Date:			

ANNEXURE – 1 : LAYOUT PLAN



## ANNEXURE – 2 : UNIT DETAILS

Particulars	Tower No				Total
	1C - TRAFFORD	1D - COLOSSEUM	2A - OLYMPIA	2B - OVAL	
1 APhase Launch Plan					
Total No Of units	286	286	262	228	1062
Proposed No of Units in Lottery	256	256	240	216	968

Tower 1C - TRAFFORD & Tower 1D - COLOSSEUM						
Floor 3RD TO 18TH						
Sl. No	Flat Marked	Type of flat	Built-Up Area incl alcove (Sq.ft.)	Carpet Area (Sq.ft.)	Balcony Area (Sq.ft.)	Cupboard Area (Sq.ft.)
1	Flat-A	3BHK+2 T	746	639	26	23
2	Flat-B	2BHK+2 T	624	526	29	22
3	Flat-C	2BHK+2 T	624	526	29	22
4	Flat-D	2BHK+2 T	630	533	24	22
5	Flat-E	2BHK+2 T	630	533	24	22
6	Flat-F	2BHK+2 T	624	526	29	22
7	Flat-G	2BHK+2 T	624	526	29	22
8	Flat-H	3BHK+2 T	746	639	26	23
9	Flat-J	3BHK+2 T	746	639	26	23
10	Flat-K	2BHK+2 T	624	526	29	22
11	Flat-L	2BHK+2 T	624	526	29	22
12	Flat-M	2BHK+2 T	615	519	24	22
13	Flat-N	2BHK+2 T	615	519	24	22
14	Flat-P	2BHK+2 T	624	526	29	22
15	Flat-Q	2BHK+2 T	624	526	29	22
16	Flat-R	3BHK+2 T	746	639	26	23

Tower 2A - OLYMPIA & Tower 2B – OVAL						
Floor – 5TH TO 22ND						
Sl. No	Flat Marked	Type of flat	Built-Up Area incl alcove (Sq.ft.)	Carpet Area (Sq.ft.)	Balcony Area (Sq.ft.)	Cupboard Area (Sq.ft.)
1	Flat-A	3BHK+2 T	746	639	26	23
2	Flat-B	2BHK+2 T	624	526	29	22
3	Flat-C	2BHK+2 T	629	524	28	22
4	Flat-D	2BHK+2 T	629	524	28	22
5	Flat-E	2BHK+2 T	624	526	29	22
6	Flat-F	3BHK+2 T	746	639	26	23
7	Flat-G	3BHK+2 T	746	639	26	23
8	Flat-H	2BHK+2 T	624	526	29	22
9	Flat-J	2BHK+2 T	629	524	28	22
10	Flat-K	2BHK+2 T	629	524	28	22
11	Flat-L	2BHK+2 T	624	526	29	22
12	Flat-M	3BHK+2 T	746	639	26	23

### ANNEXURE – 3 : PRICING DETAILS

Category	Type 1	Type 2	Type 3	Type 4
FLOORS	3 <sup>rd</sup> & 5 <sup>th</sup> to 6 <sup>th</sup> Floors	7 <sup>th</sup> to 12 <sup>th</sup> Floors	13 <sup>th</sup> to 18 <sup>th</sup> Floors	19 <sup>th</sup> to 22 <sup>nd</sup> Floors
PAYMENT TYPE	Price (₹)	Price (₹)	Price (₹)	Price (₹)
2 BHK DOWN PAYMENT	2880000	2950000	3017000	3040000
2BHK INSTALMENT PLAN	3205000	3280000	3355000	3380000
3 BHK DOWN PAYMENT	3555000	3602000	3670000	3715000
3 BHK INSTALMENT PLAN	3955000	4005000	4080000	4130000

PARKING PRICING - (OPTIONAL)		
Sl. No.	Parking Type	Price (₹)
1	Dependent LB Covered Parking	325000
2	Dependent UB Ground Covered Parking	375000
3	Dependent Ground Covered Parking	450000
4	Independent LB Covered Parking	425000
5	Independent UB Covered Parking	475000
6	Independent Ground Covered Parking	550000

EXTRA CHARGES - (MANDATORY)						
TYPE	CLUB FIT-OUT CHARGES	GENERATOR BACKUP	TRANSFORMER	LEGAL FEES	ADVANCE MAINTENANCE DEPOSIT (FOR 2 YEARS)	SINKING FUND
2 BHK	₹62400	₹68640	₹74880	₹25000	₹130 per Sq.ft.	₹54 per Sq.ft.
3 BHK	₹74600	₹82060	₹89520	₹30000		

APPLICATION AMOUNT	
TYPE	APPLICATION AMOUNT
2 BHK	₹75000
3 BHK	₹95000



### ANNEXURE – 4 : PAYMENT SCHEDULE

<b>INSTALLMENT PAYMENT SCHEDULE</b>		
Sl	Particulars	Percentage
1	On Application	10% + GST
2	Within 15 days from the date of execution of sale agreement	10% + GST
3	On Commencement of Foundation	10% + GST
4	On Casting of 1st Floor Slab of the Respective Block	10% + GST
5	On Casting of 5th Floor Slab of the Respective Block	8% + GST
6	On Casting of 9th Floor Slab of the Respective Block	8% + GST
7	On Casting of 12th Floor Slab of the Respective Block	8% + GST
8	On Casting of 15th Floor Slab of the Respective Block	8% + GST
9	On Completion of Roof of the Respective Block	8% + GST
10	On Commencement of flooring of Particular Floor	10% + GST
11	On Possession of the Respective Block	10% + GST

<b>DOWN PAYMENT SCHEDULE</b>		
Sl	Particulars	Percentage
1	On Application	Applicable Application Amount
2	At the time of Allotment (Booking Amount)	10% + GST
3	On Registering the Agreement for Sale	90% + GST

**Note :**

1. GST applicable on Unit price and parking price at 1% or 5% as per prevailing statutory law.
2. GST applicable on Extra Charges at 18%.
3. Any other charges/cost as provided in the Model Sale Agreement.
4. Extra Charges and Parking Price under Down Payment as well as Installment Payment Plan are the same.
5. Total Price = Unit Price + Parking Price (optional) + Extra Charges + Applicable GST, to be calculated after draw of lottery and subsequent allotment.
6. The advance maintenance deposit shall be adjusted as mentioned in model agreement.

## ANNEXURE – 5 : RESIDENTS' CLUB FACILITIES

- |                              |                       |
|------------------------------|-----------------------|
| 1. LOUNGE                    | 8. MULTIPURPOSE COURT |
| 2. PRE FUNCTION AREA         | 9. CHANGING ROOM      |
| 3. BANQUET                   | 10. SQUASH ROOM       |
| 4. GYMNASIUM WITH SAUNA BATH | 11. SNOOKER ROOM      |
| 5. STEAM BATH                | 12. MINI THEATRE      |
| 6. LOCKER & SHOWER           | 13. TENNIS COURT      |
| 7. AEROBICS                  | 14. OPEN LOUNGE       |

## ANNEXURE – 6 : LIST OF COLLECTION CENTRES

**Last date of submission of Application Form** 15th December

**For submission of online and hard copy of the application and GTC**  
**Contact No.:** +91 33 4025 4025

**Promoters Head Office**

Merlin Oxford, 2nd floor, 22 Prince Anwar Shah Road, Kolkata 700033

**Merlin Rise Site Office**

Merlin Rise, Bishnupur, P.O & P.S : Rajarhat, Kolkata : 700135

**Merlin Acropolis**

Sector 1, 1858/1, Rajdanga Main Road, Kolkata 700107

**Merlin Homeland Mall**

18B, Ashutosh Mukherjee Rd, Bhowanipore, Kolkata 700020

**Note:** The promoter may at their sole discretion add additional centre collection centre with the promoter self-publish on their website [www.merlinrise.com](http://www.merlinrise.com)

## ANNEXURE – 7 : AFFIDAVIT FORMAT FOR INDIVIDUAL APPLICANT

(A copy if this to be executed on 10/- stamp paper, duly notarized and submitted on or before the issuance of Provisional Allotment. This copy to be submitted along with the GTC).

I, Mr/Ms/Dr \_\_\_\_\_ Son/Daughter, Wife of \_\_\_\_\_ by faith \_\_\_\_\_ by occupation \_\_\_\_\_ aged about \_\_\_\_\_ years, permanently residing at \_\_\_\_\_ do hereby solemnly affirm and state as follows:

1. That I am eligible to apply for a Flat, in RISE Sports Republic Phase 1A ("Project") as per the GTC
2. That I have applied for one flat in the Project in the following preference:

2BHK \_\_\_\_\_ 3BHK \_\_\_\_\_ and I have also applied for Yes/No car parking \_\_\_\_\_

The Application Number allotted to me is \_\_\_\_\_

3. That I have read, fully understood and shall abide by the terms and conditions in the General Terms and Conditions (GTC) including but not limited to the terms and conditions associated with all aspects of the electronic lottery, the procedure for Application, the manner in which it would be conducted, the linkage to future phases and the possibility of expansion of project area by inclusion of future phases and of allotment of Unit and/or Parking Facility from the future phases, the formalities and documentations require to be complied post allotment, the terms associated with waitlist applicants, the terms of rejection/cancellation/withdrawal/forfeiture and the events in which the refund (with or without interest) would be processed and the time period associated with the same. I have also read and fully understood Annexures attached to the GTC as well as the Model Agreement including the planning of the Project and about the Resident Club and its expandability and membership amongst occupants of the Projects and RISE Future Phases, the sharing of certain common amenities and facilities within and outside the Project amongst the occupants of the Project and Future Phases, the price and payment schedule therein and also with regard to the Special Facilities.

4. That I am aware that in case I have applied for parking facility and have been selected as a Successful Applicant, there is no guarantee of allotment of parking facility applied and parking facility that may be actually allotted to me (as a Successful Applicant) can be in any floor i.e Ground Floor/Upper Basement/Lower Basement and may either be dependent or independent and I shall be bound to accept the same and I shall not challenge or dispute the same or raise any objections to the same or seek to withdraw his application in respect of the Unit on account thereof.

5. That I shall abide by the GTC, the Model Agreement and also by any other terms and conditions which may be prescribed by the Promoter in future.

6. That I have complied with all prerequisites of filling up the application form and submitted all the requisite documents as required to be submitted by me under the GTC.

7. That if allotted, I shall use and occupy the flat for residential purpose only and the parking facility, if applied and allotted for purposes connected with my residential use of the flat.

8. That in case of non-allotment in the electronic, I shall not be entitled to raise any dispute and shall have no claim against the Promoter of any nature whatsoever.

9. That I shall sign and execute the necessary documents with respect to allotment of flat and Parking Space (if any).

10. That I shall become the member of Flat Owners' Association or any such body of owners to be formed in accordance with the applicable Acts, Rules and Bye-Laws for maintenance and management of common areas and facilities of the Complex and as and when required I shall sign and execute and/all documents/POA in connection with formation of such Flat Owners' Association or the body of owners formed under the applicable Acts, Rules and Bye-Laws and the initial rules/byelaws of such association/body as shall be approved by the Promoter.

11. That I have duly gone through the Model Agreement uploaded by Merlin Projects Limited ("the Promoter") on the website mentioned in the GTC and that I have completely understood, verified and satisfied myself regarding all terms and conditions stated therein and the same with any modifications hereafter made shall be binding upon me.

12. That relying on my statements above, the Promoter had permitted me to participate in electronic lottery.

13. That I understand that since there is no authority incorporated/formed under the Real Estate Law prevailing in the State of West Bengal at present, RISE Sports Republic Phase 1A is neither registered under the West Bengal Housing Industry Regulatory Act, 2017 (WBHIRA) nor under Real Estate (Regulation and Development) Act, 2016 (RERA) therefore all documents forming part of the Application Kit or the publicity materials of any nature whatsoever as well as the Promoter's Website, does not have the registration number under the applicable Real Estate Laws. However as and when the authority is incorporated/formed under the RERA Laws and/or any other statutory enactment that may have application over the Project comes into force either during the subsistence of this lottery procedure or in the future, the Promoter shall be duly entitled to register the Said Project under the applicable Act in due course as per the norms prescribed and further it shall be entitled to make all changes, additions, alteration, substitutions in the Said Project as well as the Model Agreement, Allotment, AFS and other documents and I shall have no objection or claim in this regard.

14. I hereby declare that for the benefit of the said Project, the Promoter shall be entitled to make additions and alterations in the sanctioned plans, layout plans and specifications of the said Project and to the common areas and/or make such changes as may be prescribed by the law upon its coming into force.

15. I hereby expressly declare that all disputes and differences relating to my application and if successful, then all disputes and differences relating to allotment of Unit and Parking Space, if any, in the said Project shall be subject to the exclusive jurisdiction of Courts at Kolkata and Barasat only. I hereby specifically waive all rights available to me under any law for the time being in force to file proceedings, if any, arising out of the GTC or Allotment of Unit and Parking Space, if any, in my favour in any other Court/Tribunal save and except the court/Tribunal mentioned above.

16. That in case any of the above statements are found to be incorrect/false/misleading at any stage even after allotment, the Promoter at its sole discretion shall have the right to cancel the application/allotment and take necessary steps as mentioned in the GTC.

17. That all statements made above are true and correct to the best of my knowledge and belief.

Identified by me  
Advocate

DEPONENT  
(for and on behalf of Joint Applicant also)

Before me

I/WE HAVE READ, UNDERSTOOD AND ACCEPTED THE CONTENTS OF THE AFFIDAVIT FORMAT.

---

Signature of the Applicant

## APPLICATION PROCEDURE

### 1. Availability of Application Forms

Application Forms shall be available on-line and from the Distribution Centre/s as per the list provided in the Promoter's Website or by other means as decided by the Promoter from time to time.

### 2. Who Can Apply (Applicant/s)

- a. An individual, i.e. a person of the age of majority or a minor through his/her legal or natural guardian, either an Indian Citizen or a Person of Indian Origin or a Non-Resident Indian as defined in the Foreign Exchange Management Act, 1999 and/or the Indian Constitution and/or the Indian Citizen Act, 1955.
- b. Other entity (ies), i.e. a body corporate incorporated in India (Promoter) or partnership or Hindu Undivided Family (HUF) or any other Association of Persons (AOP) recognized as a legal entity under the laws of India.

### 3. How to apply

- a. Application should be made in the prescribed Application Form contained in the Application Kit. It is important that necessary care is taken to go through and understand the terms, conditions and instructions of GTC/Application Form before filling and signing the same. It shall be deemed that all terms and conditions of GTC have been agreed upon signing of Application Form and GTC.
- b. The application should be accompanied by an account payee cheque or demand draft or pay order drawn in favour of the Promoter on any bank payable at Kolkata or the document/instrument which bears such payment in favour of the Promoter or the acknowledgement of receipt of the online payment made for the Application Money.
- c. Online submission of Application Form should be accompanied by the scanned copies of required documents vividly mentioned in Clause No.4 hereunder as applicable
- d. Applications from Persons of Indian Origin (PIO) and Non-Resident Indians (NRI) should be accompanied by the remittance to be paid out of foreign exchange remitted to India through normal banking channels or out of funds held in the Applicant's 'Non-Resident External (NRE)/Foreign Currency Non-Resident (FCNR) account with authorized dealer banks in India.
- e. Non-Resident Indians may also remit Application Money out of the funds held in their Non-Resident Ordinary (NRO) account duly accompanied by their Bankers certificate as to the source of remittance.
- f. Any payment made by NRIs or PIOs, by traveller's cheque or by foreign currency notes or by any mode other than what is explicitly mentioned herein will not be accepted.
- g. Only correctly filled in and completed Application Forms shall be considered for the purpose of the electronic lottery after realization of the Application Money, subject to compliance of other criteria as mentioned in the GTC. However, the Promoter may, at its sole discretion, allow applications containing some discrepancies or deficiencies to be rectified within a specified period before or after the electronic lottery. Application Form serial number will be used for the purpose of the electronic lottery.

### 4. Documents to be submitted along with Application Form

- a. Duly signed GTC containing signatures of all Applicant/s as a token of acceptance of the contents therein.
- b. A Cheque/Demand Draft/Pay Order drawn or made payable in favour of the Promoter or document evidencing the payment of Application Money in favour of the Promoter through any other mode.
- c. Acknowledgment of receipt of online payment.
- d. Self-attested proof of permanent address viz. Voter's ID/Aadhar Card/Passport
- e. Self-attested photocopy of PAN card of each of the Applicant/Joint Applicant.
- f. Self-attested Photocopy of PIO Card for the Applicant/s holding PIO status.
- g. Self-attested Photocopy of passport for NRI Applicant/s.
- h. Any other document required in other clauses of the GTC.
- i. Signed Copy of the Affidavit as marked in Annexure 6 of GTC.
- j. Pay-in-slip duly filled up attached with the GTC.

### 5. Instructions for filing up the Application Form

- a. Application should be made in prescribed form issued to the Applicant/s.
- b. The Application Form should be filled up in block letters in English.
- c. The online Application Form shall be binding upon the acceptance of Terms and Condition of GTC and submission of Application Form, Signature of the Applicant/s shall not be required for Online Submission.

### 6. Submission of Application Form

- a. In case of physical submission of the Application Form the Applicant/s shall be required to submit the Application Form and the GTC duly filled and signed by the Applicant/s along with the Application Money and other specified documents at the Submission Centre (as defined in the GTC).

- b. In case of online purchase and online submission of the Application Form the Applicant/s shall be required to follow the instructions as laid down herein below:
- Applicant/s has to compulsorily submit duly filled in Application Form with Declaration and Affidavit online in the prescribed format.
  - Based on mode of transaction, necessary convenience charges, if any, might be levied upon Applicant/s. Payment of Application Money may be made through Net Banking/Debit Card/Credit Card and other models] as maybe available.
  - An e-acknowledgement will be generated for record of the Applicant/s.
  - In the event of any problem involving online payment of the Application Money, the decision of the intermediary, whose portal is being used for the purpose, would be final regarding authenticity of such transaction.
  - In situation where online payment is accepted but subsequent uploading of filled in Application Form or generation of payment acknowledgement could not happen, then Applicant/s shall inform the Promoter in writing giving reference of transaction ID and the Application Number with a confirmation from the intermediary and necessary details/documents in support of his/her/their/its claim.
  - Convenience charges (if any) payable on account of online payment of Application Money shall be non-refundable.
- c. In case of purchase of online Application Form and submission physically the Applicant/s shall be required to follow the instructions as laid down herein below:
- Applicant/s who purchases the Application Form online but intend to submit the Application Form physically shall download the Application Form and the GTC and submit the same duly filled and signed by the Applicant/s along with the Application Money and other specified documents at the Submission Centre as per the list provided by the Promoter with the Application Form/Kit.
  - The Applicant/s can make the payment of Application Money by an account payee Cheque or Demand Draft or Pay Order drawn in favour of the Promoter on any bank payable at Kolkata or Online through the Promoter's Website.
  - In case of payment of Application Money online the conditions mentioned for online submission in previous clauses will be applicable.



**GENERAL TERMS & CONDITIONS**

## GENERAL TERMS & CONDITIONS (GTC)

### CHAPTER-I: INTRODUCTION

Merlin Projects Limited (Promoter) is developing a township in the name and style of "RISE" The Sports Republic, hereinafter referred to as "Rise" at Bishnupur, P.O. & P.S. Rajarhat, Kolkata - 700135, West Bengal. The proposed township may have several zones for multi use development comprising of residential housing, Residents' Club, with sports arena, commercial, educational institution, healthcare etc., and these zones will be developed as per the Promoter's decision in a phased manner.

One of such zone is earmarked for residential housing under development in RISE, Phase 1A as residential complex ("**Phase 1A**") on about 11483 sq. mt. of Land (as defined hereinafter) as per layout plan indicated in the '**Annexure-1**' to this GTC. The said Phase 1A will comprise of 4 (four) multistoried buildings ("**Towers**") namely "Trafford" (Tower-1C), "Colosseum" (Tower-1D), each tower of G+18 stories, "Olympia" (Tower-2A) and "Oval" (Tower-2B) each tower of 2B+G+22 stories consisting of several apartments hereinafter referred to as '**Units**' of different types and Phase 1A Amenities (as defined hereinafter). The Plans sanctioned & approved by Rajarhat Panchayat Samity, Rajarhat, North 24 Parganas vide Approval Order No. 365/RPS dated 29.04.2021, which inter alia includes sanction of the Phase 1A. The Promoter proposes to allot selected number of Units by electronic lottery out of the total Units available within the Phase 1A.

The present Application/General Terms & Conditions (GTC) is limited in its scope only in respect of Phase 1A project.

### CHAPTER-II: DEFINITIONS AND ABBREVIATIONS

Unless otherwise specified, the following terms shall have the meanings assigned to them thereof:

TERM	DEFINITION
Allottee/s	shall mean the Applicant/s in whose favour a provisional Allotment is made by the Promoter.
Application Kit	shall mean the set of documents comprising of the Application form, Application Procedure, this GTC, list and annexures each thereto
Application Amount	shall mean the prescribed amount as mentioned in the Payment Schedule to be paid along with the Application Form.
Association	The body of the owners of the Units to be created by the Promoter in accordance with the West Bengal Apartment Ownership Act, 1972, as amended or any prevailing law in force.
Carpet Area	shall mean as defined in Real Estate (Regulation and Development) Act, 2016 (RERA)



TERM	DEFINITION
Promoter	shall mean Merlin Projects Limited, a company incorporated under the Companies Act 1956, having its registered office at 22 Prince Anwar Shah Road, Kolkata 700 033.
Promoter Website	shall mean the website at the link : <a href="https://www.merlinrise.com/">https://www.merlinrise.com/</a>
Project	shall mean Phase-1A of the township in the name and style of " <b>RISE</b> " to be constructed by the Promoter on the Phase 1A Land having 4 Towers with Phase 1A Amenities together with the Phase 1A Land.
Phase 1A Amenities	shall mean the common amenities and facilities for each such tower as well as for Phase 1A as a whole as per Annexure to the Model Agreement
Phase 1A Land	shall mean land Area of approx. 13139 sq. mt. on which the Project is proposed to be built.
Payment Schedule	shall mean the Payment Schedule as given in <b>Annexure-3</b> for different Category of Unit/s.
Sale Price	shall mean the Sales consideration payable by the Allottee/s in respect of the allotted Unit.
Lottery Application/ Submission Centre	shall mean the centers at addresses mentioned in the list annexed to the GTC
Towers	shall mean the multi-storied buildings within the Project containing 2/3 BHK Units.
Township	shall mean the proposed township being developed by the Promoter under the name and style of "RISE" at Bishnupur, P.O. & P.S. Rajarhat, Kolkata - 700135, West Bengal.
Real Estate Laws	shall mean the Real Estate (Regulation and Development) Act, 2016 and any other statute , rules, regulations arising therefrom as may be applicable to the Project and include any modifications, amendments, repeals and/or re enactments connected therewith.
Model Agreement	shall mean the format of agreement which shall broadly apply to the allottees of the Project and a copy of which is uploaded on the Promoter Website , a printed copy is available at the Promoter's Head Office and at the project site office. . The same shall be subject to changes as may be required by circumstances necessitating the same including the Real Estate Laws as applicable from time to time.

### CHAPTER III: PHASES AND SHARING

- 3.1** The Promoter has conceptual plans of other user zones and future phases which are in initial stage of planning and are yet to be finalized which may have several building in multiple phases in future in lands close to the Phase 1A Land as follows:
- a. 3 (three) Towers on identified portion of a piece and parcel of land measuring about 11167 sq. mt. more or less located at another divided and demarcated portion of Phase 1 and as highlighted in the layout plan shown in Annexure 1 (**Phase 1B Land** ) and conceptualized at present to contain Units of Type -. /0\*1./0 and spaces for parking facility.
  - b. 2 (two) Towers on identified portion of a piece and parcel of land measuring about 5763 sq. mt. more or less located at another divided and demarcated portion of Phase 1 and as highlighted in the layout plan shown in Annexure 1 (**Phase 1C Land** ) and conceptualized at present to contain Units of Type -. /0\*1./0 and spaces for parking facility.
  - c. The Promoter has also secured contracts for development of additional connected lands and is also in discussions and negotiations for securing contracts for development of more lands in the vicinity (**Future Lands**).
  - d. The Promoter has obtained combined sanction of Phase 1A Land , Phase 1B Land, Phase 1C Land, land comprising of the Special Facilities (as defined hereinafter) development. The proposed township is a large one to be developed in different blocks/ phases, as a result, it is not possible for the Promoter to utilize the entire

development potential available specific to the land parcel comprised in different blocks / phases. Accordingly, the Promoter reserves the rights to utilize such development potential available amongst the different blocks/phases for efficient planning of the said township and the applicant is aware and has accepted the same. The Allottees of the Project to be comprised in Phase 1A Land, Phase 1B Land and Phase 1C Land shall share the amenities and facilities as may be made available by the Promoter. Until commencement and completion of Project in Phase 1B and 1C or any part thereof, only those facilities and amenities as are erected and installed at Phase 1A Land shall be deemed to form part of the Project. Upon construction of phases in Phase 1B Land and Phase 1C Land, the facilities and amenities shall be expanded by facilities and amenities as may be made available in such phases and Applicant/Allottees hereby consents to the same.

- e. The mentioning of the future phases pertaining to Phase 1B, Phase 1C, other user Zones, and Future Lands are not to be taken as any commitment to any Applicant and the Promoter is free to modify, alter, delay, abandon its plans in respect of all or any of these lands without being liable for any question or claim by the Applicant. However, in case the plan in respect of any of these lands fructify with or without modification or alteration then the Applicant is hereby made aware of the consequential terms and conditions contained in the GTC pertaining thereto and the Applicant shall be bound by the same.
- f. All or any of these Phase 1B and Phase 1C Land and Future lands that may be developed in multiple phases in future (**RISE Future Phases**) shall at the discretion of the Promoter be included in the Complex of "RISE" and may be treated as such. Until then, the RISE Phase 1A shall comprise of such Complex.

### **3.2 RISE Shared Facilities:**

The RISE Phase 1A, Residents' Club, Special Facilities and RISE Future Phases shall all be connected by common entry/exit gates with network of arterial road, driveways and pathways and there shall also be certain electrical, water, drainage and sewerage lines and junctions which shall be common between the RISE Phase 1A, Residents' Club Special Facilities and RISE Future Phases or any of them.

### **3.3 Residents' Club:**

The Promoter offers to cause multi facility Residents' Club which shall, inter alia, have facilities as provided in **Annexure 5**. The Residents' Club is to be constructed outside the periphery of Phase-1A, on a separate portion of land as shown in the layout plan annexed hereto. The said Residents' Club shall not form part of the Project however shall be for common use of owners and occupiers of Phase 1A and RISE Future Phases, subject to adherence of the applicable rules and payment of applicable charges.

### **3.4 Parking Facility:**

The Promoter has limited number of parking spaces which is intended to be allotted to the allottees of the Units. The Phase 1A has been currently planned with Phase 1A Parking Facility with provision to allot additional parking facility requirements of the allottees of Phase 1A at any portion of the RISE Future Phases including the parking spaces for Phase 1B Land, Phase 1C Land and RISE Future Phases presently sanctioned or to be sanctioned by the competent authority. The Applicants shall be deemed to have accepted the same. The same mechanism may be adopted by the Promoter in respect of additional parking requirements in respect of allottees of any of the RISE Future Phases for allotment in the parking areas in the Project.

## **CHAPTER IV: RELATED DOCUMENTS AND DIRECTION TO EACH APPLICANT**

- 4.1** The Promoter has also uploaded the Model Sale Agreement & Development Agreement, and connected power of attorney as also the building sanction plans and specification for construction in respect of the Project (collectively Project Documents) at the Promoter Website. Each Applicant is mandated to go through each and every document forming part of the Application Kit and those uploaded in the Promoter Website and verify the same and also cause own diligence.
- 4.2** That the Applicant understands that since there is no authority formed under the Real Estate Laws, the Project is not registered under the same and therefore all documents forming part of the Application Kit or the publicity materials of any nature whatsoever as well as the Promoter's Website, does not have the registration number under the applicable Real Estate Laws. However as and when the authority is formed under the Real Estate Laws either during the subsistence of this lottery procedure or in the future, the Promoter shall be entitled to register the said Project in due course and the registration number obtained thereunder shall be published on the Promoter's Website. Further the Promoter shall be entitled to make all changes, additions and/or alterations of any aspect in

the said Project and/or the Applications, Allotments, Model Agreement, publicity/marketing materials and any other documents and the Applicant hereby consents to the same.

- 4.3** In case the application by the Applicant results in a successful allotment of a Unit with or without Parking Facility and an Agreement for Sale (AFS) is thereafter entered upon and executed between the Promoter and the Applicant, then the terms and conditions stated in the AFS shall supersede any contrary terms and conditions stated in this GTC and documents forming part of the Application Kit and the Model Agreement for all intents and purposes. In any event, this GTC only stipulates the basic terms and conditions and for the detailed terms and conditions, the applicant shall refer the Model Agreement and upon execution the AFS.
- 4.4** The submission of application shall be deemed to be upon the complete satisfaction of the Applicant about all aspects of the Project including Project Documents and also the terms and conditions of this GTC and the Model Agreement. Further, if the Applicant being unsuccessful in the electronic lottery/ non allotment of Unit and Parking Facility, if any, for any reason whatsoever, the Applicant shall not be entitled to raise any dispute and shall have no claim against the Promoter of any nature whatsoever save and except to claim refund of the amount paid after deductions if any, as per the terms and conditions as provided in this GTC.

#### **CHAPTER V: UNITS AND PARKING FACILITY IN OFFER**

- 5.1** As per the current planning the total units in the Project are provided in **Annexure 2** hereto (Total Units).
- 5.2** Out of the Total units as above the units that are currently offered for application by this current electronic lottery are also provided in **Annexure 2** hereto (Offered Units)
- 5.3 Addition of More Units:**
- a. The Promoter may, at its discretion without any reference to the Applicants, include additional units in the Towers or in any of the towers proposed to be constructed at Phase 1B Land or Phase 1C Land to form part of electronic lottery process. Based on the number of applications received by the Promoter, the Promoter shall finalise the final list of offered units with their unit number and towers and the same shall be uploaded at the Promoter Website at least 7 (seven) days prior to the date of electronic lottery and the same shall be binding on the applicants (**Final Offered Units**)
  - b. The Applicant hereby accepts that this application is for booking/allotment of Unit and parking spaces in phase 1A only. The booking/allotment of units and parking spaces of any RISE Future Phases shall be opened by the Promoter at its sole discretion. As provided in this GTC, in case the Promoter decides to include any Units and parking spaces from any RISE Future Phases as part of the Final Offered Units, this application shall be automatically eligible for allotment of such units and parking spaces..
  - c. The Applicant confirms that he/she/it shall have no objection to the allotment of Unit from the Final Offered Units on any grounds whatsoever, on being successful in the electronic lottery provided that the Unit layouts of any RISE future phases shall be similar to the Unit layout of RISE Phase 1A
- 5.4 Parking Facility:**
- a. The Promoter is currently offering parking facility of covered car parking spaces (medium sized) for Successful Applicants of Phase 1A. The Promoter may its sole discretion amend the number of parking spaces in Phase 1A as also include other parking spaces from any of the RISE Future Phases for allotment to the successful applicants of this electronic lottery and publish such details along with the list of Final Offered Units.
  - b. The covered parking facility shall include covered parking space at the ground floor, upper basement and lower basement. The parking facility could be dependent or independent depending upon its location. A parking facility shall be independent if it has direct access to the driveway and shall be dependent if another car is blocking it's direct access to and from the driveway. The location of parking facility as per the sanctioned plans will decide whether a parking facility is dependent or independent and such location shall be known only in a separate lottery to be done by the Promoter. The price of the Parking Facility allotted to Successful Applicant shall be payable for the type of parking actually allotted to the Successful Applicant.
  - c. Each Applicant of a unit can only apply for **one car parking space** and shall be eligible for allotment of not more than one parking space. The applicant has an option to not apply for allotment of any parking facility. If any applicant at the time of making application does not opt for any parking facility, he / she shall thereby loose to have any right to park anywhere in the Project and any RISE Future Phases unless otherwise specific specifically allotted to any allottee by the Promoter in future.

- d. Only successful applicants of Units in Project (**Successful Applicant**) shall be eligible for allotment by electronic lottery of parking facility in respect of the car parking, if applied for by such applicant as part of the application submitted by him. The allotment of any parking facility shall be co-extensive and co-terminus with allotment of corresponding unit in favour of the Applicant.
- e. There is no guarantee of allotment of parking facility to the Successful applicant of units. Also such successful applicants may get anyone of the type of parking facility applied by him/her/it/them which can be in ground floor, upper basement or lower basement and further it can be dependent or independent and in such circumstances he/she shall be bound to accept the same and not be entitled to challenge or dispute the same or raise any objection to the same or seek to withdraw his application in respect of the Unit on account thereof.

#### **5.5 Process of Allotment of Parking Facility:**

- a. Only the applicants, who have been successful in the electronic lottery of units and have also applied for parking spaces in the application form or by any other form as prescribed by the Promoter, will be entitled for electronic lottery for this purpose.
- b. The time and process of electronic lottery of the parking spaces shall at the sole discretion of the Promoter.
- c. The remaining un-allotted parking space(s), if any, shall continue to belong to the Promoter. The Promoter reserves the right to allot /use such not offered and or un-allotted parking spaces to any person, on the terms and conditions and in the manner, as it may deem fit.
- d. The actual location of the Parking Facility allotted to any allottee shall be informed separately before the time of delivery of the Project in terms of the AFS. The Allottee/s further declares that he/she/they is/are bound by the earmarking of Parking Facility done by the Promoter and will not question the authority of the Promoter in doing so and further desist from raising any dispute or claims in respect thereto.

#### **5.6 Non Allotment of Parking Facility:**

A Successful applicant on electronic lottery of Units shall not be entitled to withdraw or cancel his/her/its/their application or seek refund of application amount on the ground that the parking facility applied by such Successful applicant did not receive success on electronic lottery in respect of parking facility.

### **CHAPTER-VI: WITHDRAWAL AND REJECTION OF APPLICATION**

#### **6.1 Closing Date**

The last date for submission of the Application Form along with documents as prescribed in the Application Procedure, is provided in **Annexure 6** and the same may be extended by the Promoter at its sole discretion. In case of any such extension, other relevant dates/timelines (i.e. Allotment, Refund etc.) will automatically get extended by the similar period.

#### **6.2 Withdrawal of Application**

Applicant/s can withdraw his/her/their/its Application within 7 (seven) days from the date of application or any time before the Closing Date, whichever is earlier (**Withdrawal Period**), by sending a request in writing to the Promoter to that effect and in that event the Promoter shall refund the Application Money without interest to such Applicant/s within 45 days from the date of electronic lottery. It is further clarified that no claims for any interest or damages shall be tenable in the event of withdrawal of application on any ground whatsoever. Such refunds shall be made directly into the bank account of the Applicant mentioned in their Application Form or by any other payment mode as may be decided by the Promoter.

#### **6.3 Rejection of Application and Forfeiture**

6.3.1 In addition, and without prejudice to other provisions of Cancellation, the Promoter reserves its unqualified and absolute right to accept or reject any application without assigning any reason thereof. Application may additionally be rejected on one or more grounds, including but not restricted to:

- a. Applications not duly signed by the Sole/Joint Applicants.
- b. Incorrect Permanent Account Number (PAN).

- c. Applications deficient or incomplete in any respect or not accompanied by prescribed documents.
- d. Application Money paid other than by the prescribed mode.
- e. Non-payment or Non-realization of the Application Money.
- f. Non production of original documents for verification, if required by the Promoter,
- g. Non-compliance of any of the term of the GTC and/or the Model Agreement.
- h. If the Applicant seeks to withdraw the Application post the Withdrawal Period but before conducting of electronic lottery or make any change in the Application submitted by him.

6.3.2 The Application of the Applicant shall be summarily rejected due to any of the abovementioned reasons as provided in Clause 6.3.2 and the Application Money will be refunded after deduction of Rs.38,000/- (Thirty Eight Thousand only) for 2BHK & Rs.48,000/- ( Forty Eight Thousand only) for 3BHK to such Applicant within 45 days from the date of electronic lottery. It is further clarified that no claims for any interest or damages shall be tenable in the event rejection of application on any ground whatsoever. Such refunds shall be made directly into the bank account of the Applicant mentioned in their Application Form or by any other payment mode as may be decided by the Promoter. Hence the Applicant is advised to exercise extreme care and caution in all the aspects of application and post application compliances

#### **CHAPTER-VII: ALLOTMENT PROCEDURE**

- 7.1 The allotment of the Units and the parking spaces shall be done from amongst the eligible applicants through an electronic lottery conducted under the supervision of an independent agency appointed by the Promoter, with the responsibility to supervise the entire process of the electronic lottery in a systematic manner
- 7.2 The process, policies and the conduct of the electronic lottery shall be decided by the Promoter at its sole discretion and the same shall be binding on the Applicant/s.
- 7.3 The electronic lottery will be held anytime from the Closing date to a maximum of 120 days from the same as specified herein.
- 7.4 The Applicant shall be intimated about the date of electronic lottery at the email ID for correspondence provided by the Applicant in the Application Form and the Applicant shall be provided with the web URL and login credentials to access the electronic lottery results. No physical correspondence for the electronic lottery results shall be done. The email shall be sent from email id having domain of "merlinprojects.com" , for this purpose and the Applicant shall make this email ID as a trusted source in its email handler application. In any event, the Applicant shall not hold the Promoter responsible in any manner in case the Applicant does not receive the said email due to any technical, electronic or any other glitch. The Promoter may at its sole discretion also intimate the Applicant about this electronic lottery through any other communication methods it may deem fit and Applicant cannot hold the Promoter liable or raise any claim / dispute for using such other communication methods for intimation of the date of electronic lottery.
- 7.5 The electronic lottery result shall be made available online at the Promoter website and at the project Site office for a limited time period of sixty days from the date of publication of the electronic lottery result and the Successful Applicants whose names are in list shall thereafter be required to strictly follow the requisites mentioned herein and/or communicated by the Promoter to become a successful allottee of a Unit and non compliance of the same shall result in cancellation of the concerned application.
- 7.6 Results of electronic lottery shall be final and binding upon all the Applicants and the Promoter shall not entertain any request for modification, objection or reconsideration. Responsibility of Promoter regarding intimation of lottery results shall be deemed to be completely discharged upon publication of the lottery results on the Promoter website.
- 7.7 If any Applicant submits more than one application and becomes successful in the electronic lottery for more than one unit then under such circumstance all the successful applications shall be treated independently and no request for any adjustment of the application amount with any other unit shall be entertained. In case of non compliance and withdrawal / rejection/ cancellation of those Units the standard procedure as laid down in this GTC for withdrawal / rejection/ cancellation shall apply.
- 7.8 After the lottery, if the Applicants name features in the list of Successful Applicants or Waitlist applicants, the applicant shall within fifteen days of the date of lottery results be required to provide the affidavit ( in the prescribed format provided in **Annexure 7** to this to the GTC) duly printed on non judicial stamp paper of rupees 10 or more and signed before a notary public or first class magistrate. No addition or alteration to the prescribed format of affidavit beyond insertion of blank shall be accepted. Non submission of such document in the manner or within the time specified shall automatically render the cancellation/rejection of the applications of the

concerned applicants and the concerned applicants shall not be entitled to raise any objection dispute or claim in this regard.

- 7.9 Provisional allotment of units with or without parking facility, if applicable, shall be made in favour of the Successful Applicants within thirty days from the date of electronic lottery results subject to the Successful Applicants providing all necessary documents and also complying with all the terms and conditions provided in this GTC in this regard or as will be required by the Promoter.
- 7.10 In case of Force Majeure Events or other unavoidable/unforeseen circumstances including but not limited to extremely unsatisfactory response in one or more Unit Categories during the course of receiving Application Forms, the Promoter reserves the right but not obligated, to cancel the entire Process of Allotment. In an unlikely and unforeseen circumstance, where the Promoter is unable to conduct the electronic lottery within 120 days from the Closing date the Applicant at his/ her/its/their sole discretion may renew the validity of the application for a further period of 60 days or apply for full refund. If the Applicant requests for a full refund or in case the Promoter decides to cancel the entire Process of Allotment or does not conduct an electronic lottery within 180 days from the Closing Date, then the Applicant will be refunded the entire Application Money together with an interest of 6% per annum calculated from the Closing date up to the date of such refund request (both days inclusive). Upon such refund, the Applicant shall have no right, title, lien, claims or demands of any nature whatsoever in respect of the Application and/or against the Promoter. Such refunds will be made within 45 days from the date of such refund request or within 45 days from the expiry of 180 days from the Closing Date, directly into the bank account of the applicant mentioned in their application form or by any other payment mode as decided by the Promoter. The Applicant shall not hold the Promoter liable in respect of any issues with refund in case the details of the bank account provided by Applicant(s) if found to be wrong.

#### **CHAPTER VIII: WAITLIST APPLICANTS**

- 8.1 In the event of over subscription of applications, a waiting list shall be prepared from amongst the unsuccessful eligible applicants by the same process of electronic lottery (**Waitlist Applicants**) after the completion of electronic lottery of the final offered units approved by the Promoter
- 8.2 In case the name of the Applicant does not feature in the list of Waitlist Applicants the applicant shall accept the same and shall not be entitled to raise any objection or claim whatsoever. These unsuccessful applicants will be entitled for refund of their Application Money. The Application Money shall be refunded together with an interest @ 6% per annum calculated from the Closing date till the date of publication of the Waitlist (both days inclusive). Such refunds will be made within thirty days after expiry of the date of publication of the Waitlist into the bank account of the applicant mentioned in their application form or by any other payment mode as decided by the Promoter. The Applicant shall not hold the Promoter liable in respect of any issues with refund in case the details of the bank account provided by Applicant(s) if found to be wrong. No other claim or compensation or other amount shall be payable by the Promoter under any circumstances.
- 8.3 The list of Waitlist Applicant shall remain valid for 90 days from the date of the electronic lottery results.
- 8.4 Units will be offered to Waitlist Applicants, in seriatim, in the event of cancellation/rejection/withdrawal of application of Successful Applicants. No preference of flat type or in the preference of parking space shall be applicable in this case. The decision of Promoter in all matters shall be final and binding.
- 8.5 Unsuccessful Waitlist Applicants will be entitled for refund of their Application Money upon the expiry of ninety days from the electronic lottery results only. The Application Money shall be refunded together with an interest @ 6% per annum calculated from the Closing date till the expiry of the 90th day from the date of electronic lottery (both days inclusive). Such refunds will be made within thirty days after the expiry of the 90th day from the date of electronic lottery results into the bank account of the applicant mentioned in their Application Form or by any other payment mode as decided by the Promoter. The Applicant shall not hold the Promoter liable in respect of any issues with refund in case the details of the bank account provided by Applicant(s) if found to be wrong. No other claim or compensation or another amount shall be payable by the Promoter under any circumstances.
- 8.6 After expiry of the waitlist period of ninety days, the Promoter reserves the right to allot the units and parking space of any type from the remaining unallotted final offered units at its sole discretion and on such terms as it may deem fit to any third party. Nothing contained in this GTC shall restrict the Promoter to deal with and transfer any units parking spaces and constructed spaces at the Project (not forming part of the Final Offered Units) to such buyer /transferees and on such terms and conditions as the Promoter may deem fit and proper

**CHAPTER-IX: PRICE AND PAYMENT SCHEDULE****9.1 PRICE**

- a. The Allottee/s shall be required to pay the Sale Price as mentioned in ~~Annexure 4~~ Annexure 4. The Sale Price will be on the basis of allotment of the Unit in a particular category with or without the type of Parking Facility/s in favour of the Allottee/s.
- b. The Allottee/s shall also be liable to pay the extra charges as detailed in Annexure 4.
- c. The Allottee/s shall also be liable to pay the Deposits over and above the Sale Price as per the terms of this GTC
- d. The Sale Price is exclusive of any taxes and duties as appropriately detailed in the Rates & Taxes clauses.
- e. Total Payable Amount shall comprise of the Sale Price, Deposit/s, Extra Charges, Taxes & Duties and/or any other amount payable by the Allottee/s in terms of this GTC.
- f. The Total Payable Amount shall be paid by the Allottee/s strictly in accordance with Payment Schedule applicable for the Unit and the Parking Facility, if any, allotted to the Applicant within the stipulated time frame as prescribed in the said **Annexure 3**
- g. No request for any discount/waiver on any account by any Applicant/s or Allottee/s, whatsoever will be entertained by Promoter

**9.2 Payment**

- a. The Promoter shall issue demand letters calling upon the Allottee/s ("Demand Note") to pay such amount within 15 (Fifteen) days from the date of the Demand Note and the Allottee/s shall make the Payment within the said Period. All payments shall be considered to have been received by the Promoter only when the same is credited in the account of the Promoter. Without prejudice to the other rights of the Promoter as per the GTC and the Model Agreement, in the event any Cheque/Draft submitted by any Allottee/s is returned unpaid, the Allottee/s shall have to pay interest @ State Bank of India prime lending rate plus 2 per cent calculated from the due date up to the date of payment, to the Promoter.
- b. Time to make the Payment in accordance with the Payment Schedule/Demand Note is the essence to the validity of the allotment.

**CHAPTER-X: CANCELLATION OF ALLOTMENT**

- 10.1** All defaults, breaches and/or non-compliances of any of the terms and conditions of this GTC and/or the Allotment Letter or any other document issued by the Promoter from time to time shall be deemed to be events of defaults liable for consequences stipulated herein. Some of the events of defaults mentioned below or elsewhere are merely illustrative and not exhaustive:
  - a. Failure by Allottee/s to submit all necessary documents required by the Promoter.
  - b. Giving any false information in the Application Form.
  - c. Failure to make payment of total amount payable in full or in part within the time stipulated thereof in the Allotment Letter, GTC, and Demand Note or as maybe notified by the Promoter to the Allottee/s from time to time.
  - d. Failure to execute the AFS, or any other document/Undertakings/Indemnities etc. or to perform any other obligation, if any, set forth in any other agreement/instrument with the Promoter.
  - e. Withdrawal of Application post conducting of electronic lottery
  - f. Dishonor of any instrument or non-realization of payment made by any Allottee/s for any reason whatsoever.
  - g. Any other acts, deeds or things which the Allottee/s may commit, omit or fail to perform in terms of this GTC.
- 10.2** Upon the occurrence of any one or more of event(s) of default under this GTC including, but not limited to, those specified above, the Promoter may at its sole discretion decide by notice to the Allottee/s to cancel the Allotment ("Cancellation Notice"). If the default mentioned in the Cancellation Notice is not rectified by the Allottee/s within specified period mentioned in such notice, the Allotment shall be liable to cancel without any further notice or intimation to the Allottee/s and the Promoter shall have the right to forfeit the Application Money. It is repeated and reiterated upon cancellation/withdrawal post electronic lottery, the Application Money shall be forfeited by the Promoter and no amount shall be refunded by the Promoter to the Applicant. Hence the Applicant is advised to exercise extreme care and caution in respect of all the aspects of Application and post Application compliances.
- 10.3** In the event of cancellation stated hereinabove, the Allottee/s shall have no right or interest on the Unit and the Promoter shall be discharged of all its liabilities and obligations under this GTC towards such Allottee/s whereupon the Promoter shall have the right to deal with the Unit in any manner in which it may deem fit.

#### **CHAPTER-XI: SPECIAL FACILITY**

- 11.1** The Promoter shall set up a Sports Arena Club with the facilities including Swimming Pool, Gymnasium, Football Ground and Cricket Ground, in a phase by manner as may be considered fit by Promoter on a separate land parcel adjacent to Phase-I ("Special Facilities") within the Township as per the layout plan but however outside the Project which may be accessible on payment basis and on the terms and conditions as decided by the Promoter. The detailed terms and conditions of membership and rules and regulations governing use of the Special Facilities will be formulated and circulated once the Facilities are ready.
- 11.2** The Special Facilities including the land and the Development therein shall always be owned by the Promoter and will be managed, operated and maintained by the Promoter. In no event the said Special Facilities shall form part of the Project and/or RISE Future Phases and/or any of them and the Applicant/ Allottee shall have no rights and/or claim over the said Special Facilities. The promoter shall be entitled to grant user of the same to such persons and on such terms and conditions as it may deem fit and proper.

#### **CHAPTER XII: PROVISIONAL ALLOTMENT AND AFS**

- 12.1** The expression 'Allotment' wherever used herein shall always mean 'Provisional allotment' and shall remain so till such time a formal AFS is executed and registered in favour of the successful applicant for Unit allotted
- 12.2** Any provisional allotment shall be subject to timely payment of the booking amount and any other amounts to the Promoter payable on or before execution of the AFS as provided in **Annexure 3** of the GTC. Any part payment may not be accepted by the Promoter after the due dates or may be accepted with interest chargeable as per para 12. 5.
- 12.3** The Applicant/Allottee (s) shall be required to execute the AFS as per the Model Agreement (with such changes therein as may be required by the Promoter) within 30 (thirty days) of Allotment by the Promoter in favour of Successful Applicant. The AFS shall have to be registered with the registering authority and the Applicant / Allottee(s) shall be required to bear and pay the stamp duty and registration charges as may be applicable under the law and the legal charges towards the same and also the miscellaneous expenses to have the AFS registered.
- 12.4** The Promoter may at it discretion, condone any delay of not exceeding sixty days beyond the due date, by al Allottee against payment of interest as per para 12.5 hereto
- 12.5** The Allottee shall be liable to pay to the Promoter interest on the amount overdue at the State Bank of India's prime lending rate plus 2% per annum calculated from the due date up to the date of payment, both days inclusive.

#### **CHAPTER: XIII -TAXES & DUTIES**

- 13.1** Taxes & Duties including but not limited to GST, Stamp Duty, Registration Fees etc., shall be charged separately to the Allottee/s as applicable.
- 13.2** Any variation in applicable taxes or interpretation/enforcement of the same or introduction of new taxes or the introduction/amendment of any exemptions (other than Direct taxes i.e. Income Tax, corporate tax etc.), levied in India, shall be to the account of the Allottee/s..
- 13.3** Where the Promoter is required to make any refund to the Allottee/s in terms of the GTC, the Promoter shall deduct necessary amounts towards such Taxes & Duties which have already been deposited with the statutory authority and also the Taxes and Duties as may be required to be paid under the statue, before making any refunds and in that event the Allottee/s shall not have any right to claim refund against the Promoter of such tax amount
- 13.4** The Allottee/s agrees and undertake/s to pay all government rates and taxes inclusive of but not limited to municipal tax property taxes, wealth tax, taxes/fees/levies of any kind, by whatever name called, whether levied or leviable currently or in future or any enhancement of the prevailing rates by any government authority in relation to the said Unit and/or the Phase 1A Land as the case may be in case assessable or applicable from the date of receipt of completion certificate issued by the competent authority and the same shall be paid on pro-rata basis and the determination of proportionate share shall be decided by the Promoter and demand thereof shall be final and binding on the Allottee/s.

#### **CHAPTER: XIV- GENERAL**

- 14.1** The Allottee/s shall from time to time sign all applications, documents, agreements and relevant papers, as



required, in pursuance of the Allotment and to do all acts, deeds and things as the Promoter may require in this connection. In case of joint Allottee/s, any document signed/accepted/acknowledged by any one Allottee shall be binding upon all the Allottee/s.

- 14.2** The applications and any Provisional allotment shall be strictly non transferable by any Applicant / Allottee to any other person.
- 14.3** The Allottee/s may obtain finance from any financial institution/bank or any other source but the Allottee/s obligation to purchase the said Unit pursuant to this GTC shall not be contingent on the Allottees ability or competency to obtain such financing and the Allottee/s shall remain bound by this GTC whether or not he/she/it has been able to obtain financing for the purchase of the said Unit. The Promoter shall have the first lien and charge on the Unit to be constructed by the Promoter under the terms of GTC and its possession shall lie with the Promoter until all the payments are made to the Promoter by the Allottee/s under GTC.
- 14.4** The Promoter have made available the deeds and documents of title, Plans and approvals pertaining to the Project to the Allottee/s, Model Agreement and the Allottee/s has understood, evaluated and is satisfied about the title, approvals, designs, specifications, concept etc., of the Project.
- 14.5** The Allottee/s confirms that he/she/their/its has carefully read the conditions of this GTC and has/have understood his/her/their/its obligations, liabilities and limitations as set forth herein and has/have neither relied upon nor been influenced by any marketing Brochure, e-mails, advertisements, representations of any nature whatsoever whether written or oral. The Allottee/s upon being satisfied as aforesaid and relying upon his/her/their/its own judgment and investigation(s), has/have applied for the Unit for Allotment.
- 14.6** The Allottee/s understands that the layout plans and building plans, specifications of the materials proposed to be used, Parking Facility and Facilities and components as shown in the Promoter brochures Promoter websites and other publicity materials are tentative and are subject to change, modification and/or variation. The Promoter may affect such variations, changes, additions, alterations, deletions and/or modifications therein as may be directed/ allowed by any competent authority (ies).
- 14.7** The Allottee/s hereby gives consent to the Promoter that the Promoter shall have full right, title and interest to use and utilize infrastructure of the Phase IA Land with RISE Future Phases even after the Sale Deed of all or any of the Units in the Project have been executed and the Allottee/s or the Association or any member of the Association shall not raise any objection, individually or collectively, of whatsoever nature for the same.
- 14.8** The Promoter hereby further clarifies that scope of this GTC is only limited to the Project. This GTC can be changed at the discretion of the Promoter for any portion of the Project, which may remain unsold post electronic lottery.
- 14.9** If any provision of this GTC shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or applicable requirements of applicable law, such provision or part shall to that extent be deemed not to form part of this GTC, and the legality and enforceability of the remainder of this GTC shall not be affected.
- 14.10** The captions and headings in this GTC are for convenience and reference only and do not enter into or become a part of the substance hereof. All pronouns include the masculine, feminine, neuter, singular or plural and the name of persons, firms, corporations, trusts or the parties, as the context may require.
- 14.11** "Force Majeure Events" shall have the meaning ascribed to it in the Real Estate Laws. However, the ongoing pandemic or lockdown shall not be or construed to be Force Majeure for the purpose of compliance of the GTC by the Applicant and also for any payments to be made by the Applicant in terms hereof.
- 14.12** Due to any operation of law organist any statutory order or in other compelling circumstances if a portion of the project or any part thereof is discontinued or truncated then the applicant/allottee affected by such discontinuation or truncation will have no right of compensation from the Promoter. The Promoter will however refund the entire amount received until then from the allottees together with simple interest and then prevailing rate of State Bank of India on Savings Bank account.
- 14.13** The terms and conditions contained herein this GTC shall be deemed to form part of the Application by the intending Allottee and all Allotment shall be strictly subject to these Terms and Conditions and subsequent AFS and conveyance deed. The contents of the ac Promote ring brochures leaflets and insets except the application form and this GTC are not legal documents and are for information only and all designs, measurement, specifications mentioned and stated therein are tentative. The Project and the Units shall be construed as per the specifications provided in Model Sale Agreement. It being made clear that the Model Agreement and upon its execution the AFS shall govern all the terms and conditions in respect of sale of the Unit and Parking facility to the Allottee and shall supersede all contrary terms and conditions of GTC

- 14.14** Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this GTC or any forbearance or giving of time to the Allottee/s shall not be construed as a waiver on their part as any breach or non-compliance of any of the terms and conditions of this GTC by the Allottee/s nor shall the same in any manner prejudice the right of the Promoter.

**CHAPTER: XV- DISPUTE RESOLUTION AND JURISIDICATION**

- 15.1** The issuance of Provisional Allotment letter in favour of the Applicant/Allottee(s) is subject to these terms and conditions and shall be binding on the Promoter as well as the Applicant/Allottees, and the legal relationship between the Applicant/Allottee(s) and the Promoter shall be governed by the laws of India
- 15.2** All dispute and differences between the parties hereto regarding the construction, interpretation, scope or effect of any of the terms of Provisional Allotment read with the terms and conditions contained herein or in any way touching or concerning these presents and, or determination of any liability shall be referred to the sole Arbitrator to be appointed mutually by the parties and his award shall be final and binding on the parties hereto and Arbitration shall be as per the provisions of the Arbitration & Conciliation Act 1996 in force. The Arbitration shall be conducted in English Language and the place of Arbitration shall be in Kolkata.
- 15.3** All disputes/ issues arising out of this transaction shall be subject to the exclusive jurisdiction of Courts at Kolkata and Barasat only. The Applicant / Allottee (s) specifically agrees to the aforesaid and waives of any right it may have under any law for the time being in force to file any proceedings, if any arising out of this GTC, in any other court /tribunal save and except the court / tribunal mentioned above.

**DECLARATION**


I/We have read and understood the above mentioned terms and Conditions, documents referred to therein and agree to abide by the same

Signature of the Sole/First Applicant


Signature of the Joint Applicant

Signature of Authorized Signatory/ies  
(For Other Entity/ies)


PROMOTER'S COPY

<h2 style="margin: 0;">Acknowledgement-cum-Pay-in-Slip</h2>					FORM NO. _____ D D M M Y Y <table border="1" style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>							
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Submission Centre	Bank	BRANCH	P. O./ DD/Cheque No.	DATE	IN FAVOUR OF							
					MERLIN PROJECTS LIMITED							

BANK'S COPY

<h2 style="margin: 0;">Acknowledgement-cum-Pay-in-Slip</h2>					FORM NO. _____ D D M M Y Y <table border="1" style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>							
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					MERLIN PROJECTS LIMITED							

APPLICANT'S COPY

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					MERLIN PROJECTS LIMITED							



**Project Address**

**Merlin Rise**

Bishnupur, P.O & P.S: Rajarhat, Kolkata: 700135



**Head Office**

**Merlin Projects Ltd.**

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