#### **DRAFTED ON 24.04.23**

Expression Of Interest

# (<u>ETERNIA</u>) PHASE-IV

1

# Developed by: BADU ROAD DEVELOPERS LLP

Registered Office: 36/1A, Elgin Road, PO: Lala Lajpat Rai Sarani, PS: Bhawanipore, Kolkata – 700020

> Tel.(91-33)40402020 Fax (91-33) 40402040 Website : <u>www.srijanrealty.com</u> Email \_\_\_\_\_

Site Office :

Holding no 1048,Kutulsahi Road under Barasat Municipality, Ward no 29, Kolkata - 700155. This Application Form duly filled in and completed must be submitted at any of the Offices as given in the cover page..

Application Form No: \_\_\_\_\_

# INDIVIDUAL / JOINT APPLICATION FORM (PLEASE FILL IN BLOCK LETTERS (ALL FIELDS ARE MANDATORY)

| Affix self               | Affix self A, Sole /First Applicant                    |  |  |
|--------------------------|--|--|--|
| signed                   | 1. Full name Mr. / Mrs/Ms. /Dr                         |  |  |
| photograph               | 2. Name of Karta(in case of HUF)                       |  |  |
|                          | 3. Name of Company/Partnership/LLP                     |  |  |
|                          | 4. Name of Director/Partner(in case of                 |  |  |
|                          | Pvt.Ltd.Company/                                       |  |  |
|                          | Ltd. Company   |  |  |
|                          | 5. Father / Husband's name Mr                          |  |  |
|                          | 6. Date of birth                                       |  |  |
|                          | D D M M Y Y Y  |  |  |
|                          | 7. Nationality   |  |  |
| 8. Occupation<br>Student | (i) Employed .(ii). Self Employed (iii) Housewife (iv) |  |  |
|                          | (v) Professional (vi) other: (i)Name of Organisation   |  |  |
|                          | (ii) Designation                                       |  |  |
|                          |  |  |  |
| 8. Profession            | / Nature of business                                   |  |  |
| 9. IT PAN(Inc            | lividual/Karta/Director/Partner/NRI                    |  |  |
| 10. Aadhar Ca            | rd No11. Passport No                                   |  |  |
| 12. Country of           | Issue:   |  |  |

| 13. Permanent Add                            | ress   | P.O   |        |
|--|--|---|--------|
| Phone Home (O<br>Mobile<br>14.Correspondence | City<br>ptional)<br>Email<br>Address (for Sole / F   | Work (Optio                                 | onal)  |
|  | State  |   |        |
| ,  | ptional)   |   |        |
|  |  | • •   |        |
|  |  |   |        |
| Affix self<br>signed<br>photograph           | <ul> <li>B. Joint Applicant</li> <li>1. Full name Mr. / N</li> <li>2. Name of Compariant</li> <li>3. Relation to First A</li> <li>4. Father / Husband</li> <li>5. Date of birth</li> </ul> | ny/Partnership,<br>Applicant<br>d's name Mr | /LLP   |
| 6. Occupation .<br>(iv) Student (v           | (i) Employed .(<br>/) other Profess  | ii). Self Emplo<br>ion / Nature o           |        |
|  | ess  |   |        |
| City<br>Phone Home (O                        | State<br>ptional )<br>Email  | PIN<br>Work (Opt                            | ional) |

| 4  |
|--|
|  |
|  |
| Signature of Sole / First Applicant Signature of Joint Applicant (Please sign within the space provided) (Please sign within the space provided) |
| Place Date Place Date  |
| <i>C. DETAILS OF AGREEMENT REGISTRATION:</i><br>1. Are you presently residing at Kolkata ?   |
| YES NO   |
| 2. If no, then please mention your current location below.   |
| <i>3. When at the earliest you will be able to do the registration of the Agreement . Please mention the earliest date below.</i>                |
| Note: The agreement registration should be completed within 30 days from date of Booking.  |
| 4. Are you presently residing in Kolkata ?   |
| YES NO   |
| 5. If no, then please mention you're your current location below.  |

6. When at the earliest will you be able to do the Agreement Registration , please mention the earliest time below.

#### D. Average Gross Monthly Family Income:

.....

#### **E. FLAT/CAR PARKING/OPTION DETAILS :**

| Block | Floor | Apartment: |
|-------|-------|------------|
|       |       | -          |

I.Flat Type:I) - **2 Bed Room**.\_\_\_\_ Sq.Ft (Carpet Area) Balcony:\_\_\_\_\_ Sq.Ft (Carpet Area); Servant Qtr:\_\_\_\_\_ Sq.Ft (Carpet Area) Apartment BUA \_\_\_\_\_ Sq.Ft. (A1) Servant Qtr (BUA)\_\_\_\_\_ Sq.Ft (A2) Total; BUA -----Sq.Ft. (A1 +A2) Open Terrace 50% Chargeable Area \_\_\_\_\_(Sq.Ft) Total \_\_\_\_\_Sq.Ft(Super Built Up area)

II) **3 Bed Room**...\_\_\_\_Sq.Ft. (Carpet Area) Balcony:\_\_\_\_\_Sq.Ft (Carpet Area); Servant Qtr:\_\_\_\_\_Sq.Ft (Carpet Area) Apartment BUA \_\_\_\_\_Sq.Ft. (A1) <u>Servant Qtr (BUA)</u>\_\_\_\_\_Sq.Ft (A2) Total; BUA ------Sq.Ft. (A1 +A2) Open Terrace 50% Chargeable Area \_\_\_\_\_(Sq.Ft) Total \_\_\_\_\_Sq.Ft(Super Built Up area)

 Base Price per Sq.Ft: Rs.
 PLC per Sq. Ft. Rs.

 Floor Escalation Rs
 Per Sq.Ft. Total Effective Rate after discount: Rs.

 Per Sq.Ft.
 Per Sq.Ft.

III. **Car Parking :** (only applicable to the car parking that are provided to the Allottee on a 'right to use' basis):

(i) Allotment is based on the preference provided by the Allottee in the EOI;

(ii) Allotment in the project will be on a 'Right to use' basis and will be as per applicable bye-laws /constitutional documents of the Society/Association /Apex body/the relevant laws;

(iii) The exact location of the Car Parking Space shall be communicated at the time of handing over possession of the Said Unit.

(iii) Preferance of Parking(Please tick the preferred option)

| MLCP  |                                   |  |  |
|---|-----------------------------------|--|--|
| OCP(I)  |                                   |  |  |
| OCP(I-F   | RT)                               |  |  |
|   |                                   |  |  |
| GCP(D)  | -MS (Top/Bottom)                  |  |  |
| OCP(D)  | -MS (Top/Bottom)                  |  |  |
|   |                                   |  |  |
| No Parl   | king                              |  |  |
| PARKING CODE  | TYPE OF PARKING                   |  |  |
| MLCP  | Covered connected podium          |  |  |
| OCP(I)  | Open On Ground                    |  |  |
| OCP(I-RT)   | Open on connected podium          |  |  |
| GCP(D)-MS   | Tower stilt dependent(mechanical) |  |  |
| OCP(D)-MS   | Open Mechanical on Ground         |  |  |
|   |                                   |  |  |
| 1 <sup>st</sup> Car Parking : Rs type:(Parking Code |                                   |  |  |
|   |                                   |  |  |
|   | )                                 |  |  |

Code\_\_\_\_\_)

Total Consideration: Rs.\_\_\_\_/-

Less Discount: Rs.\_\_\_\_/-

Total Net Consideration: Rs.\_\_\_\_/-

### G. EXTRA CHARGES & DEPOSITS:

| Α  | EXTRA CHA                       | NGES                           |
|----|---------------------------------|--------------------------------|
| 1. | Club Development Charges        | Rs.90,000/- for 2BHK and       |
|    |                                 | Rs.1,00,000/- for 3 BHK        |
|    |                                 | Apartments which is payable    |
|    |                                 | along with the Unit cost       |
|    |                                 | according to the Payment       |
|    |                                 | Schedule.                      |
| 2. | WBSEDCL Transformer and Cabling | Rs 95/- per sqft of SBU        |
|    | Charges                         | which is payable along with    |
|    |                                 | the Unit cost according to the |
|    |                                 | Payment Schedule .             |
| 3. | Generator connection            | Rs. 65/- per sqft of SBU       |
|    |                                 | which is payable along with    |
|    |                                 | the Unit cost according to the |
|    |                                 | Payment Schedule .             |
| 4. | Legal Fees                      | Rs.10,000/- which is payable   |
|    |                                 | 50% on Agreement and 50%       |
|    |                                 | on Conveyance.                 |
| 5. | Incidental Charges              | Rs10,000/- which is            |
|    |                                 | payable 50% on Agreement       |
|    |                                 | and 50% on Conveyance.         |
| 6. | Maintenance Charges             | Rs. 2.50 per sqft on SBU per   |
|    |                                 | month                          |
| 7. | Nomination Charges              | 1% of the Total Flat value     |
|    |                                 | including Car Parking plus +   |
|    |                                 | GST                            |

| <u>8</u> . | Association Formation Fees  | Rs. 10,000/- per Unit  |
|------------|-----------------------------|--|
|            |                             |  |
| В          | DEPOSI                      | TS   |
| 1.         | Electricity Deposit         | Meter Deposit at actual  |
| 2.         | Sinking Fund(interest-free) | Rs. 2.50 per sqft per month<br>for 18 months on SBU.   |
| 3.         | Maintenance Deposit         | Equivalent to 2 years'<br>Maintenance at the time of<br>possession (12 months'<br>adjustable and 12 months'<br>Deposit) Currently<br>estimated @ Rs.2.50 per<br>sq.ft. on SBU area . |

The benefits arising out of implementation of GST Act and Rules in the form of Input Tax Credit or otherwise is already considered while determining the Final Purchase Consideration and the Allottee shall not claim, demand or dispute in regard thereto. Total consideration details based on carpet area alongwith the payment terms and schedule of construction is annexed hereto as 'ANNEX\_\_\_\_\_'

H. **PAYMENT DETAILS :** Application Money Rs \_\_\_\_\_/- (Rupees

\_\_\_\_\_ only) vide Pay order / DD No.

.....Dated..... Drawn

on..... In favour of "BADU ROAD DEVELOPERS LLP-ETERNIA COLLECTION ESCROW ACCOUNT"

Details of bank account in case of refund of application money directly into the bank account

| In favour of Name of the Branch Account No. | RTGS / |
|---|--------|
|---|--------|

| M/S, Mr. /  | bank | Address with | NEFT / IFSC |
|-------------|------|--------------|-------------|
| Ms. (Sole / |      | PIN code     | CODE        |
| First       |      |              |             |
| Applicant   |      |              |             |
| name only)  |      |              |             |
|             |      |              |             |

#### I. <u>DEFAULT</u>

The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for more than 15 days from scheduled date of demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed herein;
- (ii) In case Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard and/or refusal or failure to register the Agreement, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting 10% of total consideration and the interest liabilities and the applicable GST payable on such Cancellation charges and this agreement shall thereupon stand terminated:

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

(iii) If the Applicant cancels before Allotment and Sale Agreement, a sum of Rs. 25,000/- plus GST will be deducted. If cancelled after acceptance of Booking letter, 10% <u>plus GST</u> of Total

Consideration alongwith interest due to be paid till the date of receipt of intimation of cancellation request shall be deducted.

(iv) If there is delay in obtaining a loan or if the Allottee fails to obtain loan from any financial institute/Bank for any reason whatsoever it cannot be a ground for delaying payment of instalment. Provided that if the allottee delays in payment towards any amount he shall be liable to pay interest at the rate specified in the Rules which at present is the prime lending rate of the State Bank of India plus two per cent p.a.

#### J. THE PAYMENT PLAN is provided in SCHEDULE –D hereunder

#### K. HOW ARE YOU PROCURING THIS PROPERTY ?

| Self Finance        | Bank I         | Loan      |         | Staff Lo | ban     |
|---------------------|----------------|-----------|---------|----------|---------|
|                     |                |           |         |          |         |
| L. LOAN REQUIRED:   | YES / NO       | IF        | YES     | , PREI   | FERRED  |
| BANKER/FINANCIAL    | INSTITUTION    | V:        |         |          |         |
| M. PLEASE PROVIDE   | THE CONTACT    | T DETAILS | S OF YO | UR BANK  | (ER, SO |
| THAT WE CAN ASSIST  | YOU IN THE     | PROCESS   | i:      |          |         |
| a) Name of the Bai  | nk:            |           |         |          | -       |
| b) Phone/Mobile N   | lo. of Banker: |           |         |          |         |
| c) Email ID of the  | Banker:        |           |         |          |         |
| N. FAVORITE NEWS    | PAPER:         |           |         |          |         |
| O . FAVOURITE MAGA  | ZINE           |           |         |          |         |
| P FAVOURITE T.V CHA | ANNEL:         |           |         |          |         |

| О. | FAVOURITE | RADIO | CHANNEL: |  |
|----|-----------|-------|----------|--|
|    |           |       |          |  |

R. HOW DID YOU COME TO KNOW ABOUT THE PROJECT:

- (a) By word of mouth:
- (b) By Hoarding;
- (c) From website:
- (d) From News Paper Ad.
- (e) From 99 Acres;
- (f) From Common floor:
- (g) From Real Estate Fair;
- (h) From Srijan Connect Member(Specify the member's name and Mob.No.)
- S. Why did you choose the Property ?

T. Purpose of Purchase : (i) Investment (ii) Residential

- U. Booked Through.
  - (i) Companies Name:\_\_\_\_\_
  - (ii) Name of Executive:\_\_\_\_\_

Signature of Executive:\_\_\_\_\_

" I am interested in Srijan Realty Properties. Send me/us regular Property Alerts, transactional SMS, invitation alerts etc. via email, SMS, whatsapp and share my contact details with your Property Advisors for new property launches, feedback surveys etc. "

YES/NO

Applicants must collect Money Receipt duly signed by the authorized representative of the Promoter/Developer.

| ISSUE OF      | <b>BOOKING</b> | On grant of provisional             |
|---------------|----------------|-------------------------------------|
| <u>LETTER</u> |                | allotment, the Booking Letter       |
|               |                | confirming the same shall be        |
|               |                | issued within 7 to 10 days from     |
|               |                | date of submitting this EOI.        |
|               |                | Under no circumstances the          |
|               |                | booking letter once issued, will    |
|               |                | be modified or changed and the      |
|               |                | client will have to sign and return |
|               |                | one copy of the booking letter      |
|               |                | signifying acceptance of the        |
|               |                | Booking and also clear our 10%      |
|               |                | payment within next 15 days.        |
|               |                | Booking letter once generated       |
|               |                | cannot be modified or changed       |
|               |                | for the under mentioned             |
|               |                | reasons:                            |
|               |                | a. Addition of Co-                  |
|               |                | Applicant                           |
|               |                | /Applicants                         |
|               |                | b. Deletion of Co-                  |
|               |                | Applicant/Applicants                |

# V IMPORTANT POINTS TO NOTE:

|                     | a Nama Changa af tha                         |  |  |  |  |  |  |
|---------------------|--|--|--|--|--|--|--|
|                     | c. Name Change of the                        |  |  |  |  |  |  |
|                     | first applicant                              |  |  |  |  |  |  |
|                     | d. Change/Alteration/<br>Addition of car     |  |  |  |  |  |  |
|                     | Addition of car<br>parking .                 |  |  |  |  |  |  |
|                     | 1 5  |  |  |  |  |  |  |
|                     | All such modification /changes               |  |  |  |  |  |  |
|                     | request from the client will be              |  |  |  |  |  |  |
|                     | considered and if found in order,            |  |  |  |  |  |  |
|                     | shall be accepted and                        |  |  |  |  |  |  |
|                     | implemented in client's                      |  |  |  |  |  |  |
|                     | Agreement before registration                |  |  |  |  |  |  |
|                     | only.  |  |  |  |  |  |  |
| ISSUE OF MONEY      | Once the Booking amount paid by Applicant    |  |  |  |  |  |  |
| <b>RECEIPT</b>      | is credited in Promoter's Bank Account,      |  |  |  |  |  |  |
|                     | Money Receipt shall be sent by EMAIL within  |  |  |  |  |  |  |
|                     | 10 days from date of credit. If you don't    |  |  |  |  |  |  |
|                     | receive the Money Receipt within 7 working   |  |  |  |  |  |  |
|                     | days, you can send EMAIL to                  |  |  |  |  |  |  |
|                     | Collection@srijanrealty.in with cc to        |  |  |  |  |  |  |
|                     | concerned Post Sales Executive. Money        |  |  |  |  |  |  |
|                     | Receipt will be sent to you by Email as well |  |  |  |  |  |  |
|                     | as uploaded on Customer Portal.              |  |  |  |  |  |  |
| FIRST DEMAND LETTER | The First Demand letter will accompany the   |  |  |  |  |  |  |
|                     | Booking Letter and you receive both          |  |  |  |  |  |  |
|                     | together.                                    |  |  |  |  |  |  |
| DOCUMENTS REOD FOR  | The following documents will be required     |  |  |  |  |  |  |
| BANK LOAN           | by you for obtaining Bank Loan:              |  |  |  |  |  |  |
|                     | (i) Tripartite Agreement by and between      |  |  |  |  |  |  |
|                     | Bank as the Lender; Yourself as the          |  |  |  |  |  |  |
|                     | Borrower and Ourselves as Promoter.          |  |  |  |  |  |  |
|                     | (ii) No Objection Certificate of the         |  |  |  |  |  |  |
|                     | Promoter; (to get the NOC contact Post       |  |  |  |  |  |  |
|                     | Tomotory to get the Noe contact rost         |  |  |  |  |  |  |

|                   | Sales Executive)<br>(iii) Booking Letter;                            |  |  |  |  |  |  |
|-------------------|--|--|--|--|--|--|--|
|                   |  |  |  |  |  |  |  |
|                   | (iv)Sale Agreement;  |  |  |  |  |  |  |
|                   | (v)Demand Letter;  |  |  |  |  |  |  |
|                   | (vi)Money Receipts.  |  |  |  |  |  |  |
| CONFIRMATION OF   | After making payment through Cheque /                                |  |  |  |  |  |  |
| PAYMENT BY EMAIL  | RTGS / NEFT banking etc. the payment                                 |  |  |  |  |  |  |
|                   | details should immediately be informed                               |  |  |  |  |  |  |
|                   | to our email ID  |  |  |  |  |  |  |
|                   | collection@srijanrealty.com and also                                 |  |  |  |  |  |  |
|                   | through SMS to Mobile No of the                                      |  |  |  |  |  |  |
|                   | through SMS to Mobile No of the concerned Post Sales Executive to    |  |  |  |  |  |  |
|                   | concerned Post Sales Executive to<br>enable us to know from whom the |  |  |  |  |  |  |
|                   | payment was received.  |  |  |  |  |  |  |
| DEPOSIT OF TDS    | . ,  |  |  |  |  |  |  |
| CERTIFICATE       | please mail the TDS certificate and                                  |  |  |  |  |  |  |
|                   | challan to <b>collection@srijanrealty.in</b>                         |  |  |  |  |  |  |
|                   | with a copy to the concerned Post Sales                              |  |  |  |  |  |  |
|                   | Executive, otherwise the TDS payment                                 |  |  |  |  |  |  |
|                   | will not be reflected in the account                                 |  |  |  |  |  |  |
|                   | maintained by the Promoter. After                                    |  |  |  |  |  |  |
|                   | sending the details wait for 7 working                               |  |  |  |  |  |  |
|                   | days to get the same reflected in our                                |  |  |  |  |  |  |
|                   | accounts.  |  |  |  |  |  |  |
| DAVMENT OF STAND  |  |  |  |  |  |  |  |
| PAYMENT OF STAMP  | Payment of Stamp Duty and registration                               |  |  |  |  |  |  |
| DUTY AND          | amount shall be done through   |  |  |  |  |  |  |
| REGISTRATION FEES | Government web site only and through                                 |  |  |  |  |  |  |
|                   | ,  |  |  |  |  |  |  |
|                   | online payment.  |  |  |  |  |  |  |
|                   |  |  |  |  |  |  |  |
|                   | At the time of registration of Agreement                             |  |  |  |  |  |  |
|                   |  |  |  |  |  |  |  |

|                     | sheet.  |
|---------------------|---|
|                     | Registration of Agreement can be done<br>after you have paid 10% of the<br>Consideration. Please follow the Cost<br>Sheet for the 10% payment. If required,<br>we will provide you the calculated<br>amount.  |
|                     | Once your 10% payment is clear we will<br>give you the query sheet and a govt. link<br>with the payment procedure through mail<br>for the registration payment.   |
|                     | In case if you don't have net banking we<br>will send you the Unpaid challan to make<br>the payment. Then you will be able to<br>make payment by the said Challan to<br>your bank . E-challan will be generated<br>after 72 hours. Only after that<br>Registration can be done. |
| <u>REGISTRATION</u> | All the applicants need to be present<br>physically at our Post Sales Office at the<br>time of Registration.  |
|                     | You need to carry all original KYC<br>documents as well as photocopies of<br>PAN, Adhaar and 4 pass port size photo<br>at the time of registration;   |
|                     | We will have to do the registration within 15 days of booking ;   |

|                     | You will get the Sale agreement 10-15                          |  |  |  |  |
|---------------------|--|--|--|--|--|
|                     | days after registration;                                       |  |  |  |  |
| COPIES OF ALL LEGAL | All legal documents are uploaded on                            |  |  |  |  |
| DOCUMENTS           | RERA website. You can take the print out                       |  |  |  |  |
|                     | of all legal documents from RERA                               |  |  |  |  |
|                     | website. We cannot give you anything                           |  |  |  |  |
|                     | more.  |  |  |  |  |
|                     |  |  |  |  |  |
|                     | Please visit https://hira.wb.gov.in to get                     |  |  |  |  |
|                     | the legal papers of the project.                               |  |  |  |  |
|                     |  |  |  |  |  |
|                     | You can get the hardcopy of the total                          |  |  |  |  |
|                     | legal set from our post sales office on                        |  |  |  |  |
|                     | paying the actual photocopy charges for                        |  |  |  |  |
|                     | the same.  |  |  |  |  |
|                     |  |  |  |  |  |
|                     | Further, You can check all necessary                           |  |  |  |  |
|                     | information related to your property                           |  |  |  |  |
|                     | purchase after logging in to Srijan Realty<br>Customer Portal. |  |  |  |  |
|                     | The details to access the same is given                        |  |  |  |  |
|                     | below :  |  |  |  |  |
|                     | Click on the link  |  |  |  |  |
|                     | http://mysrijan.srijanrealty.com/                              |  |  |  |  |
|                     | Login id: Your registered email id                             |  |  |  |  |
|                     | password:123/321etc  |  |  |  |  |
| TRANSFER/ASSIGNMENT | The Applicant/s shall not be entitled to                       |  |  |  |  |
|                     | transfer/assign his/her/their interest in                      |  |  |  |  |
|                     | the Apartment in favor of any third party                      |  |  |  |  |
|                     | unless (i) 50(Fifty) percent ) of the sale                     |  |  |  |  |
|                     | consideration has already been paid and                        |  |  |  |  |

|                      | (ii) a term of <b>12</b> months have elapsed       |  |  |  |  |  |  |
|----------------------|--|--|--|--|--|--|--|
|                      | from the date of issuance of Allotment             |  |  |  |  |  |  |
|                      | letter whichever is later. If nomination           |  |  |  |  |  |  |
|                      | takes place after registration of                  |  |  |  |  |  |  |
|                      | Agreement. No refund of Stamp Duty will            |  |  |  |  |  |  |
|                      | be receivable.                                     |  |  |  |  |  |  |
| ONLY WRITTEN         | Cognizance will be given only to written           |  |  |  |  |  |  |
| <b>COMMUNICATION</b> | and/or communication through electronic            |  |  |  |  |  |  |
| AND/OR MAIL TO BE    | mail. All kinds of verbal communication shall      |  |  |  |  |  |  |
| VALID                | be ignored as having no material                   |  |  |  |  |  |  |
|                      | consequence.                                       |  |  |  |  |  |  |
| MEETING WITH POST    | You are advised to take prior                      |  |  |  |  |  |  |
| SALES EXECUTIVE      | appointment with the Post Sales                    |  |  |  |  |  |  |
|                      | Executive before visiting to make sure             |  |  |  |  |  |  |
|                      | that the executive or in his/her absence           |  |  |  |  |  |  |
|                      | some other authorized person is present            |  |  |  |  |  |  |
|                      | to attend to you. The meeting time with            |  |  |  |  |  |  |
|                      | our executive is 10 AM to 6 PM. Monday             |  |  |  |  |  |  |
|                      | to Friday. Address of our Post Sales               |  |  |  |  |  |  |
|                      | Office is :  |  |  |  |  |  |  |
|                      | 4 <sup>th</sup> floor, Central Plaza building, 2/6 |  |  |  |  |  |  |
|                      | Sarat Bose Road, Kolkata – 700020.                 |  |  |  |  |  |  |
|                      | Your Customer Care Executive is:                   |  |  |  |  |  |  |
|                      | Name:  |  |  |  |  |  |  |
|                      | EMAIL:   |  |  |  |  |  |  |
|                      | Contact No:  |  |  |  |  |  |  |
|                      |  |  |  |  |  |  |  |

# Terms and Conditions:

 A) The Applicant is required to visit the Project Web-Site and read the Agreement for Sale available therein. For the convenience of the Applicant, Promoter shall also mail a soft copy of the Agreement

within two/seven days hereof and also send a duly completed hard copy ready for execution in all respect properly stamped for signing by the Applicant. The Applicant is required to sign the Agreement and submit the same alongwith the Booking Amount of 10% of the Consideration to enable the Promoter to set a date for registration of the same.

- B) This "EOI" is only a request of the applicant/applicants for the provisional Booking of the apartment and does not create any right, whatsoever or howsoever of the applicant.
- The Promoter reserves its right not to accept the said "EOI" and C) also the right to provisionally book/transfer the apartment to any other person/entity, without any obstruction from the applicant/applicants or any person claiming through him/her/them/it before issuing letter of provisional booking. Once the EOI is accepted and provisional Booking is accepted by the Allottee, shifting of Apartment will be permitted only after prior cancellation of the earlier booking and thereafter re-booking the new Apartment which may be available at the then prevailing price after adjusting the full refund from the cancelled Unit.
- D) The Promoter at their absolute discretion shall be entitled to reject the "EOI" without assigning any reason, whatsoever or howsoever.
- E) The applicant/applicants have agreed that in the event of nonacceptance of the "EOI" by the Promoter, the amount will be refunded without any liability towards costs/damage/ interest etc.
- F) After the "EOI" is scrutinized and found in order, the Apartment will be provisionally booked within 7 days from the date of receipt of this "EOI"

- G) In case of cancellation or withdrawal by the applicant/applicants of this "EOI" within 30 days of issue of Provisional Booking Letter by Promoter , the EOI application amount will be refunded after deducting a sum of 25,000/- plus GST as applicable for processing charges. But in case of cancellation or withdrawal after acceptance of provisional booking letter 10% plus GST of Total Consideration alongwith interest due to be paid till the date of receipt of intimation of cancellation request shall be deducted.,.
- H) If Provisional Booking Letter issued by Promoter is accepted by Applicant and Booking amount of 10% is paid by cheque after 30 days , interest @SBI PLR +2% will be applicable on booking amount and also on the payment due as per payment schedule(for the construction milestones already reached) for the delay beyond 30 days. No interest waiver will be given. In case of payment , it is made clear that the payment made by the Applicant shall first be applied to the interest due thereon and only after the interest is fully adjusted , the remaining amount shall apply to the principal and such mode of first appropriating the interest shall always be followed.
- Any changes or minor modifications to the Apartment may be allowed only after taking possession . Prior to possession, no request for change will be entertained by the Promoter.
- Any legal paper relating to the Project can be downloaded from the RERA website.

# K). <u>BEFORE APPLICATION THE APPLICANT HAS BEEN MADE</u> <u>AWARE OF THE FOLLOWING FACTS:</u>

 The Owners and Promoters are seized and possessed of and/or sufficiently entitled to altogether a large tract of land measuring approx 1162.225 decimals more or less for making one big

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Residential Housing Complex hereinafter referred to as the **Said** Land more fully described in **Part-I** of **SCHEDULE–A**.

- 2. The Owners and Promoters may purchase additional land which is adjacent to the present property as a result the present area of the Said Residential Housing Complex will increase and the Allottee has no objection to such increase in the area of the Said Land. The Allottee further agrees to allow and hereby gives his/her/its consent to the Promoter for modification of plan to incorporate such Land already purchased and/or to be purchased and/or the constructions to be made thereon and also sharing of common amenities, facilities, services amongst each other. Besides extending the Complex, the Promoter will also create few more facilities in the future development defined hereinafter which will also be shared by Allottees of all phases.
- 3 After keeping aside 84 decimal Pond area the developable area works out to 1078.225 decimal out of which 30.78 Decimal has been set aside for Common Pathways.The First and Second Phases have been completed on land measuring 370.42 decimal hereinafter referred to as COMPLETED PHASE more fully described in Part-II of the SCHEDULE-A
- 4. Presently Construction is progressing on Phases III and IV . Phase –III land is admeasuring 158.80 Decimal more fully described in **Part III** of the **Schedule-A** and Phase– IV/Said Project land is measuring <u>261.904</u> Decimal more fully described in **Part-IV** of **Schedule-A**
- Phase-IV/Said Project of the residential Housing Complex on Land measuring 261.904 decimal more or less is now being offered and also demarcated in the Plan Bordered in Color \_\_\_\_\_ in the Plan Annexed hereto.

- 6. Phase-V land measuring 44.096 decimal described in Part-V of the Schdule-A and lastly Phase-VI land measuring 212.225 Decimal is more fully described in Part-VI of the Schedule-A. Land measuring 30.78 Decimal has been reserved for Common pathway more fully described in Part-VII of the Schedule-A hereunder written.
- 7. Further phases will be added in future at the discretion of the Promoter as per land already acquired and further to be acquired. And also future phases as defined herein and all phases will share the common amenities, facilities and services amongst each other.
- 8. The Allottees of Units in any one phase will be entitled to have right of ingress to and egress from and through all the common passages and pathways running through all the phases and shall be entitled to the use of common entrance and also the facilities and amenities irrespective of their location for the beneficial use of the Promoters of the Units and other spaces located in all the phases and also Future Phases as defined herein
- 9. There is a demarcated road/passage and services on land measuring 30.78 decimal as shown in the plan annexed hereto provided by the Promoter and running along such passage will keep on extending with extension of the passage which will provide a Common access for all future phases and also for Club and common amenities and also to future development of the Promoter. This Road/Passage will always remain the exclusive property of the Developer/Landlord but all phases including future development of the Developer will utilize this passage as demarcated in the same Plan in Color \_\_\_\_\_\_ annexed hereto .
- 10.The said phase is earmarked for the purpose of building a Residential Complex , comprising Apartment Units shall be known

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as ETERNIA –IV (project) alongwith other Phases/Projects of the entire complex;

- 11. The allottees of the Apartment Units within the Complex shall own in common with other allottees, the common areas, amenities and facilities of the Complex together with all easements, rights and appurtenances belonging thereto.
- 12. Besides the Common Areas, the Promoter shall earmark certain areas as 'Limited Common Areas' / 'Reserved Areas' shall mean such common areas and/or Facilities which may be reserved for use of certain Unit or Units to the exclusion of the other Units as per the provisions of the West Bengal Apartment Ownership Act, 1972 as well as the grant of exclusive right of use of a demarcated area on the Roof of the Unit or Building Block or a terrace on upper floors to any Allottee(s) of the said Unit plus the Reserved Areas such as Car Parking Areas, exclusive right of use of garden space attached to Flats/Apartments, demarcated area of terrace appurtenant to a particular Flat/Apartment; the roof of the overhead water tank, open terrace of any Flat/Apartment; the elevation and exterior of the Block;, storage areas, any community or commercial facility which is not meant for common use; such other open or covered spaces which is hereafter expressed or intended not to be common portion and the rights thereto which will also be described in details in the Agreement.
- 13.The Promoter has further decided that the aggregate FAR sanctioned for the entire residential Complex need not be uniformly utilized in all the different projects/ phases and the Promoter may vary the utilization of the sanctioned FAR from phase to phase without exceeding the total sanctioned FAR.

- 14. This Project will consist of (i) Residential Units (ii) the Club house alongwith other entertainment centres together with open spaces, common pathways, landscaped gardens , other amenities and facilities in accordance with the plan sanctioned by the Municipal authorities to be implemented by the Developer. The independent segments are only indicative and may be modified and varied at the option of the Promoter and in the manner prescribed in the Act without changing this phase/project as per the Agreement.
- 15.All The Facilities and Amenities will be mutually shared by all the phases of the entire Residential Complex and with the progression of development of the different phases the common facilities, amenities, roadways, internal pathways, infrastructure will be shared by each phase, both current and future, as part of a common integrated development. The Promoter is creating enough services and infrastructure keeping in mind all the future phases .all the common Facilities and The Amenities may not be made available as soon as the initial phases are completed as some of the Facilities will be made available only upon completion of the entire Complex and further the Promoter will have the right to shift the situation of a particular Facility from one phase to another for convenience without curtailing the facilities committed to the Allottee and also giving the facilities in committed time . In the absence of local law only, each Phase/Project will have a separate Association of Unit Owners and each Phase/Project will be under the mother/apex association. The mother/apex Association shall synergise all the individual Associations and the formation of the Mother/Apex Association will be progressive and concurrent with the completion of the entire Residential Complex including Future Phases.
- 16.Till such time the Mother/Apex Association takes over the entire administration, the Allottees who have taken possession in completed phases will be required to pay the Common Expenses

pertaining to their own phase as well as the Common Area Maintenance expenses(CAM) and common services of all common amenities and club which is as and when made available for the benefit, use and enjoyment of the Allottees of each phase of the entire complex including those parts which are under construction by separate bills towards maintenance of common pathways, basic infrastructure etc. and in this regard the Applicant is made aware that the said charges shall at all times be calculated on the basis of total expenses on amenities, club and common services divided by the area for which notice of possession has been issued by the Promoter for and including all the phases and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more Allottees take up possession (Notice of Possession) in subsequent phases. The Mother/Apex Association will ultimately take over the administration of all the facilities and other common purposes as several service connections/facilities will be common to all the phases. It is further provided that in case of completed phases/Incomplete Phases/ Future Extensions, the access rights and all other rights of easement etc shall be provided by the Promoter to the Allottees of all phases mutually through the completed pathways passing through the completed phases and progressing to the incomplete phases and further phases.

- 17.The Municipal Authorities have already sanctioned the Building Plan to develop this project/phase.
- 18.The promoter has obtained the final layout plan approvals for various parts of this project/phase from Sanctioning Authority. The promoter agrees and undertakes it shall not make any changes to the Fourth Phase layout plans except in strict compliance with section 14 of the Act and other laws as applicable. If the plan sanctioned by Sanctioning Authority is required to be modified

and/or amended due to any change in law and/or statutory requirement in such event the Building Plan of the Allottee should not change to a major extent and also all the common facilities should be available to the Allottee ultimately for which the Promoter may change the location.

- 19.The Promoter has also made out proposed lay-out plan showing proposed development as disclosed by the Promoter in his application / registration before RERA Authority and further to be disclosed on the web-site as mandated by the Promoter. The Promoter will take up construction and development of other phases of construction of the other Blocks of the Complex in due course as per the Said Plan and/or as per further future land purchased in due course and add to the entire project and also future phases as described herein.
- 20.The Promoter has also made out proposed lay-out plan showing future proposed development as disclosed by the Promoter in his registration before RERA Authority and further disclosed on the website as mandated by the Promoter.
- 21.The copy of the proposed layout plan and the proposed building /phase/wing plan showing future proposed development as disclosed by the Developer in his registration before the RERA Authority and further disclosures in the Websites as mandated by the Promoter have been annexed hereto.
- 22.The clear block plan showing the Phase-IV Project (phase/wing) which is intended to be constructed and to be sold is clearly demarcated and marked Annex-\_\_\_\_\_\_.
- 23.The Promoter shall not make any additions and alteration in the sanctioned plans, layout plans of Fourth Phase/Project and

specifications and the nature of fixtures, fittings and amenities (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment/Unit without the previous written consent of the Allottee as per the provision of the Act. Provided that the Promoter may make such minor changes, additions or alterations as may be required as per the provisions of the Act due to some practical problems or some minor planning error or requirement of more parking or for some other minor practical consideration which does not materially affect the Unit in particular but shifting and altering the location of the common facilities and such other changes which are necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the Allottee , the Promoter will be allowed to change and for that the Allottee gives his consent. Provided further that if the Authority competent to issue approvals is of the view that certain changes in the project are necessary, he may on application of the Promoter do so for the reasons to be recorded in writing and in that case consent of allottees shall be deemed to be granted.

24. The Allottee is made aware that the occupants of Flats/Apartments in other phases of the Complex shall also have complete and unhindered access to all Common Areas, Amenities and Facilities of the Project mutually. which are meant or allowed by the Promoter for use and enjoyment by such other third parties who shall be entitled to enjoy all such common amenities and facilities and services of the Project which are so intended by the Promoter for use of the occupants of other parts/phases and also the FUTURE PHASES as defined hereinabove of the Project (Project Common Areas, Amenities and Facilities).

- 25.The Promoter shall provide the amenities for the use and enjoyment of the Allottee.\_The description of the tentative amenities and/or facilities is provided in Schedule B. No substantial or significant changes will be done. Since the entire Residential Complex will be developed project-wise/phase-wise the description and location of the Common areas /amenities pertaining to the entire Complex may change but so far as this phase is concerned no change will take place and facilities will not be curtailed and will be timely delivered.
- 26.The Allottee agrees and understands that All the standard fitting, interiors furniture, fixtures and dimension provided in the model Unit exhibited at the site only provides a representative idea and the actual Unit agreed to be constructed may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make , colour, shade, shape and appearance from the ones provided in the model unit and the Allottee shall not put any claim for such variation. The Promoter shall ensure that only approved specifications mentioned in **Schedule-C** hereunder.
- 27. It is clarified that Project's Infrastructure, services, facilities and amenities together with all common areas, easements, rights and appurtenances belonging thereto shall be available mutually for use and enjoyment of the Allottees of the entire Project with further future extensions.
- 28. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is more and Promoter has planned to utilize further Floor Space Index by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control

Regulations . The Promoter has disclosed as proposed above its intention to use more FAR to be utilized by him on the Project Land and Allottee has agreed to purchase the Said Residential Complex based on the proposed construction and sale of Residential Units to be carried out by the Promoter by utilizing the proposed FAR and on the understanding that the declared proposed FAR shall belong to the Promoter only. If any FAR remains unutilized in the earlier phases, the Promoter will be at liberty to consume the same in the later phases at its discretion .

Subject to the terms that the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Act and shall not have an option to make any major variation / alteration / modification in this phase except rise in the floors , that too if possible before giving possession to the Allottee and also within Scheduled time of delivery.

29. Besides the Additional FAR/FSI as stated above the Promoter may also extend the Project in contiguous land in future which the Promoter may acquire and obtain development permission including for re-development project and thereupon may also obtain phasewise approvals from the relevant competent authorities to sanctioned plans under applicable laws, rules and regulations wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, club, etc. and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area. and the Allottee shall not have any objection to it and further, the Allottee(s) hereby gives consent to the Promoter that the Promoter shall have full right , title, interest to use and utilize the additional FSI/FAR in respect of

the land which may be made available even after the Deed of Conveyance of the Unit has been executed the Allottee(s) or any member of the Association shall not raise any objection of whatsoever nature for the same. The extra FSI/FAR sanctioned may necessitate some changes and/or modifications in respect of subsequent phases/projects to be constructed no extension will be permitted in respect of present project under construction. In future phases it can be utilized in the manner the Promoter decides. The Allottee is also notified that the Promoter may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this Residential Complex and in that case the Promoter may decide to provide for a passage way across this Residential Complex and for this purpose the Promoter shall enter into an irrevocable License deed with the Owners of the Adjoining land which shall be perpetually binding upon the Unit Owners of this Complex and their Association . The Promoter may extend the size of the Complex as presently envisaged by causing development of another Project/Phase on land contiguous to the present Complex whereupon the Promoter will be entitled to amalgamate the extended development by integrating it with this Complex with shared infrastructure and common facilities which means that the facilities available in this complex will be available for use to residents of the extended Project/Phase and similarly the facilities in the extended Project/Phase shall be available for use by the Residents/Occupiers of the present Phases/Complex.

<u>30</u>.Taking into account any extra FAR sanction if any becoming available on account of GREEN BUILDING/Metro/any other sanctionable provision including any unused FSI, the Promoter will be entitled to and would be well within their right to undertake any further and/or additional construction in accordance with the plan which may be sanctioned by the concerned sanctioning authorities. However the Promoter can use the FAR only in other phases .Further the Allottee agrees that the additional construction shall connect with all common parts and portions and other amenities and facilities of the said Phase/project including the staircases, lifts ,entrances , sewerages, drains and others.

<u>31</u>. After handing over possession of the current project/phase, if the market conditions deteriorate or the title of the Owners of the land comprised in the subsequent projects/phases is found to be defective the promoter may be forced to restructure the other sanctioned / non - sanctioned phases out of the entire Residential Complex and even consider abandonment of development of further phases but without curtailing the facilities and specifications committed by the Promoter to the Allottee .

The Promoter will hand over possession of the Unit to the Allottee on the committed date of which is on \_\_\_\_\_ with a grace period of six months **(Completion date**)

- <u>32</u>. After obtaining possession, this Unit Owner shall cooperate with other Unit Owners and the Promoter in the management and maintenance of the said new buildings.
- <u>33</u>. To observe the rules framed from time to time by the Promoter and upon the formation of the Association by such Association. The covenants agreed herein to the Promoter shall mean and include towards Association also, as and when applicable.
- 34. To use the said Unit for Residential purposes and not for other purposes whatsoever without the consent in writing of the Promoter/Association.
- <u>35</u>. The total price for the Unit based on the carpet area which includes cost of Unit , cost of exclusive balcony area, proportionate cost of common area, taxes, maintenance charges breakup and description is more fully described in **Schedule D**.

- 36. The Unit along with open parking  $_{7}$  if allotted shall be treated as a single indivisible unit for all purposes. It is agreed that the Entire Residential Complex is independent covering the Land underneath the buildings and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except extension of the same Project on adjacent future land and for the purpose of integration of infrastructure and facilities for the benefit of the Allottees like Club House etc. It is clarified that Project's Infrastructure, services, facilities and amenities shall be available for use and enjoyment of the Allottees of the entire Complex with further future extensions.
- <u>37</u> Except for the Car Parking allotted by the Promoter in accordance to this EOI, the Applicant/s agrees and confirms that all parking including any open parking spaces will be dealt with in accordance with the applicable laws as well as bye-laws and constitutional documents of the Society/Association . The Applicant/s hereby declare and confirm that except for the Car Parking Space allotted by the Promoter, the Applicant does not require any Parking space and accordingly the Applicant waives his claim, right, title, interest whatsoever on the areas of parking space in the Project. The Applicant/s further agree that he/she/they shall have no concern towards the identification and allotment/ allocation of Parking Spaces done by the Promoter/Association /Apex Body at any time and shall not challenge the same anytime in future. The Applicant/s agree and acknowledge that the Promoter/ the Association/Apex body shall deal with the Parking Spaces in the manner the Association/Apex body deems fit, subject to the terms of Bye-laws and constitutional documents of the Association/Apex body /the applicable laws. The Promoter acknowledges and accepts the aforesaid waiver and accordingly has given effect to the same while calculating the Sale Consideration . The Applicant agrees and acknowledges that the Car Parking Space in the Project cannot be transferred/leased /sold or

dealt with otherwise independent of the Unit. All clauses of this Application Form and the Agreement for Sale pertaining to Allotment Possession, Cancellation etc. shall also apply mutatis mutandis to the Covered Parking Space.

- <u>38</u>. The allotees are notified that the set format of the agreement for sale shall not be amendable under any circumstances.
- <u>39</u>. The Promoter will not entertain any request for any internal / external change in the layout. the allotee however can do the changes of its own after getting the possession with prior permission from the concerned authority.

#### 40. **RESERVED RIGHTS OF THE PROMOTER:**

Since the entire Residential Complex is being developed phase-wise and after this phase is completed and handed over, the Promoter shall grant unto the Allottees and residents of the subsequent phases the right of easement over, along and through the pathways, passages roads and corridors lying within or passing through the earlier phases including this project/ phase.

The Promoter will have the liberty to change the direction of infrastructure services which may be required to be utilized by allottees of the adjoining phase/project.

The promoter will have free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter during the term be in through under or over the Premises and/or Building/Block.

The Promoter its successors and assigns are hereby permitted , at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors , cable television lines, walk ways, road ways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines , sewer lines and cable television and to connect the same over, across and under the common elements provided that such utilization , easement, relocation and connections of lines shall not materially impair or interfere with the use of any Unit.

#### 41. THE CLUB

(i) A 'CLUB' /(A 'CLUB'(Club) type facilities has been set up as part of the entire Housing Complex comprising of this phase and all the other phases including future phases, the location whereof may be changed by the Promoter who will also have the right to modify the location of the amenities and facilities at the Said Club . The Promoter will have the right to hand over the club to the mother Association at the end of the Project or the entire Complex. The facilities of the Club would be such as be decided by Promoter the tentative description whereof is as given in the brochure and the location of the Club may be varied by the Promoter if required at the time of implementation but the facilities committed will not be curtailed. The Allottees and/or their nominee/s shall automatically be entitled to become member of the (so called) Club. It is however clarified that the Promoter shall be entitled to grant membership rights to such other persons as they may deem fit and the Allottee shall not object to the same. The (so called) Club will be run professionally and all members will be required to abide by the rules and regulations which will be framed by Promoter. The membership and the right to use the club facilities shall always be subject to payment of charges and observance of regulations. The rights and obligations of the Allottee as a member of the Club and the detailed terms and conditions of membership and rules and regulations governing use of the facilities will be formulated by the Promoter or the Property Management Agency, as the case may be in due course and circulated to members before the Club is made operational. There may be changes in future to the terms which are presently circulated.

On failure of the Allottee to regularly pay the charges, subscription etc. in respect of the Club, the Promoter, Property Management Agency as the case may be , shall be entitled to restrict the Allottee's entry to the Club and withdraw all the privileges .

(ii) If any Allottee becomes a member of the Club and In the event such Allottee leases or rents out his/her/its Apartment Unit , it will be mandatory of such Allottee to notify the Club/ Maintenance In Charge of such leasing/renting. The Allottee will thereafter be barred from using the Club / Common facilities till such time he/she/it is back in possession of the Apartment and its Lessee/Tenant will be entitled to utilize the Club / Common facilities as per rules. The Allottee and the Lessee/Tenant both cannot be a member of the club simultaneously.

(iii) Club Scheme: The detailed terms and conditions of membership and rules and regulations governing use of the Said Club / its facilities will be circulated to the Allottee (Club Scheme) (1) The Allottee will be required to abide by the Club Scheme (2) Each Apartment can opt for 1 (one) membership, irrespective of the number of Apartment Owners/Lessees, (3) Membership is open only to individuals (i.e. no corporate membership) and if the Allottee is a body corporate, it will be required to nominate 1 (one) occupier of its Apartment, , who, for all purposes, shall be treated as the member of the Said Club (4) The Said Club can be used by the member and his/her immediate family who are permanently staying with the member such as spouse, children, parents, brothers and sisters [the names and details of such family, members have to be intimated by the Allottee to the Club Manager as and when required by the Club Manager (5) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (6) in the event of sale/transfer of the Apartment, the membership will stand terminated and the new Owner may be nominated/granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force (7) if an Allottee lets out his/her Apartment, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Allottee and (8) the acceptance by the Allottee of these conditions and the Club Scheme shall be a condition precedent to completion of sale of the Apartment, .

(iv) The allottees of the Complex, are required to pay one time non-refundable Admission Fee / Charges and also monthly subscription charges for maintenance . Maintenance of Club / facilities which are common to the entire complex will be proportionately paid by the Allottees from the date the Club and other facilities becomes operational either in full or in part as the case may be . Allottees of every phase will be entitled to use the Club as and when they get possession (Maximum three months from Notice of Possession). Club Maintenance and other facilities Charges will be borne proportionately by all the Allottees who will get possession phase by phase till the entire Project is handed over to the apex body . i.e monthly club charges will be calculated on the basis of the following formula:

Total Club and other facilities Expenses /Total Sq.Ft of all the Allottees who have got deemed possession

#### DECLARATION

I/We hereby solemnly declare that (A) All the above information is true to the best of my/our knowledge and belief and nothing has been concealed or suppressed. (B) I/We undertake to inform you of any changes to the above information and particulars furnished by me/us.(C) I/We further confirm that this application and acceptance by you of the amount paid hereby shall not be deemed to mean and constitute allotment/booking of the Flat to me/us. (D) I/We understand that this Application is only a request of the Applicant for allotment by sale of the Apartment and does not create any right whatsoever of the Applicant.(E) The Builder reserves the right not to accept the said applications and also the right to allot/transfer the units to any other person at its absolute discretion and shall be entitled to reject the allocation without assigning any reason whatsoever or howsoever(F) We agree to sign and execute the necessary documents as and when desired by the Promoter.(G) The Applicant has agreed that in the event of non-acceptance of the application by the Promoter the amount will be refunded.(J) The Applicant shall not be entitled to and hereby agrees not to set up any oral agreement whatsoever or howsoever.(K) I/We have sought detailed explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the Promoters I/We have signed this Applcation Form and paid the amount payable thereof fully conscious of my/our liabilities and obligations and in the event of cancellation of my/our provisional Booking for any reason whatsoever I/We shall be left with no right, title, interest or lien on the apartment applied for provisionally and/or provisionally booked to me/us in any manner whatsoever.

| Signature : |           |       |
|-------------|-----------|-------|
| Sole/First  | Applicant | (Full |
| Name)       |           |       |
| Date        | Place     |       |
| Signature : |           |       |
| Joint       | Applicant | (Full |
| Name)       |           | -     |
| Date        | Place     |       |

# THE SCHEDULE –A ABOVE REFERRED TO PART –I (SAID LAND)

**ALL THAT** the several pieces and parcels of land collectively admeasuring **,1162.225 decimal** more or less , comprised in several L.R. dag nos., appertaining to several L.R. khatian nos. in Mouzas-Kutulsahi and Digberia, in the district of North 24 parganas as detailed herein below, partly situated within police station Barasat, and partly in P.S. Madhyamgram, partly within the jurisdiction of post office Barasat and partly within the jurisdiction of P.O. Madhyamgram, being holding no 1048,Kutulsahi Road under Barasat Municipality, Ward no 29, Kolkata - 700155 and holding no 233,Badu Road, under Madhyamgram Municipality, ward no. 4 (formally known as ward no. 12), Kolkata - 700155, respectively, together with all easement rights and all other rights, appurtenances and inheritances for access and user thereof, delineated on Plan '**A**' annexed hereto and bordered in colour "**RED**" thereon.

#### <u> PART – II</u>

#### (COMPLETED PHASE - FIRST AND SECOND PHASES )

**ALL THAT** the pieces and parcels of land containing an area of **370.42** decimal in various Dags as more fully demarcated in the Plan 'A' annexed hereto.

#### PART-III

#### (THIRD PHASE)

**ALL THAT** the pieces and parcels of land containing an area of **158.80 Decimal** in various Dags as more fully demarcated in the Plan 'A' annexed hereto.

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#### PART-IV

#### (FOURTH PHASE/SAID PROJECT)

**ALL THAT** the pieces and parcels of land containing an area of  $\frac{306}{261.904}$  Decimal in various Dags as more fully demarcated in the Plan 'A' annexed hereto.

#### PART-V

#### (FIFTH PHASE/FUTURE)

**ALL THAT** the pieces and parcels of land containing an area of 44.096 Decimal in various Dags as more fully demarcated in the Plan 'A' annexed hereto.

#### PART-VI

#### (SIXTH PHASE/FUTURE)

**ALL THAT** the pieces and parcels of land containing an area of 212.225 Decimal in various Dags as more fully demarcated in the Plan 'A' annexed hereto.

#### PART-VII

#### (COMMON PATHWAY)

**ALL THAT** the piece and parcel of land having a total area of 30.78. decimals, more or less in various R.S and L.R dags in Mouza - <u>Kutulshahi</u>, under Barasat Municipality as shown in the Plan annexed hereto together with rights advantages and privileges appurtenant thereto.

THE SCHEDULE – B ABOVE REFERRED TO:

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#### (THE COMMON AREA/COMMON PARTS & FACILITIES)

(Common Parts , Portions and Amenities)

#### A. Common Areas

**ALL THAT** the common areas, facilities, amenities and/or the portions of the Complex including those situated within the Phase-IVand/or the Complex, which are and which will, in due course be constructed and earmarked by the Developer (in consultation and with the consent and concurrence of Owners) for the beneficial common use and enjoyment of the Allottee and/or other occupants of the buildings of the Phase-IVand/or the Complex and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Developer and shall include:

- (i) The Larger Land on which the Complex is to be constructed and/or developed.
- (ii) The stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings within the Complex;
- (iii) The common basements, terraces, parks, play areas, open parking areas and common storage spaces
- (iv) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- (vi) The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (vii) All community and commercial facilities as provided in the Phase-IV;
- (viii) All other portions of the Complex, including those, situated within the Phase-IV, necessary or convenient for its maintenance, safety, etc., and earmarked by the Promoters for common use

#### (LIMITED COMMON AREAS AND FACILITIES)

#### (If available in the Complex)

- 1. Open, Mechanical and covered Car Parking areas(Dependent/Independent);
- 2. specified area in Basement not declared to be common.;

- 3. Exclusive right of use of Garden space attached to an Apartment, ;
- 4. Demarcated area of terrace/roof appurtenant to a particular Apartment, ;
- 5. The Roof of the overhead water tank and Lift Machine Room, the Parapet Walls;
- 6. Open Terrace of any Floors of the Block;
- 7. The elevation and exterior of the Block;
- 8. Storage areas;
- 9. Basement not meant for common use;
- 10. Any community or commercial/**other** facility which is not meant for common use;
- 11. Daily Convenience Store with Milk, Fruits, Vegetables and other edibles;
- 12. Beauty Parlour **and other commercial facilities** within the Project or entire Complex.
- 13. Such other open or covered spaces which is hereinafter expressed or intended not to be common portion and the rights thereto.

### THE SCHEDULE - C ABOVE REFERRED TO:

#### (Specifications, Amenities and Facilities)

# **RCC Framed Structure** with anti-termite treatment in foundation **External & Internal Walls:**

External wall of 8 inches eco-friendly premium brick work with AAC Blocks/Fly-ash brick with good quality weather proof emulsion paint. All internal walls of 5 inches thick AAC Blocks/Fly ash brick, with high quality plaster of paris finish Ground Floor Main Entrance Lobby:

Beautifully decorated and painted

#### Doors and Hardware:

- Good quality main door with lock , handle and eye-hole
- Other doors good quality flush doors. No door in kitchen

#### Windows:

Anodized/powder coated aluminium with clear glazing sliding window

#### Flooring:

# Bedrooms/Living/Dining/Balcony- porcelano tiles

# Kitchen:

- Flooring Porcelano
- Counter Black stone slab with a stainless steel sink, wall tiles up to 2 ft. height over the counter

#### Toilet:

- Flooring- Anti skid ceramic tiles
- Wall-Dado in ceramic tiles up to door height
- Sanitary ware floor mounted WC with PVC system.
- C P Fittings from ESSCO or equivalent make

#### **Electricals:**

- · Concealed copper wiring with modular switches of reputed make
- Provision for exhaust fan in toilets and kitchen
- Provision for water purifier and refrigerator in the kitchen
- TV and telephone points, DTH cabling (provision only-no wiring) in the living / dining area and master bed-room only
- Power back up, at an additional cost upto 2BHK-0.75Kva; 3BHK-1 Kva

Lifts:

• Elevator of reputed make

## **Elevation:**

• Modern elevation conforming to contemporary design

#### **Security Features:**

- Round the clock security
- Fire fighting system
- CCTV on the ground floor with recording system
- Intercom facility.

# THE SCHEDULE – D ABOVE REFERRED TO: PAYMENT PLAN

### <u>(PART – I)</u>

(Total Price)

**Rs.** \_\_\_\_\_\_ **only**) for the Said Unit to be paid by the Allottee to the Owner in the manner as mentioned in Part – II below:

#### (PART – II)

#### (Manner of Payment)

|    | Payment Schedule             | Amount    | GST | Total |
|----|------------------------------|-----------|-----|-------|
|    | r ayment Schedule            | (Rs)      |     |       |
| 1. | EOI Amount                   | 50,000.00 |     |       |
| 2. | On Booking within 30 days of |           |     |       |

|     |                                | 1 |  |
|-----|--------------------------------|---|--|
|     | application 10% of total price |   |  |
|     | less amount paid on EOI        |   |  |
| 3.  | On Agreement @ 10% of          |   |  |
|     | Total Price                    |   |  |
| 4.  | On start of foundation @10%    |   |  |
|     | of Total Price                 |   |  |
| 5.  | On start of 1st floor slab     |   |  |
|     | casting @10% of Total Price    |   |  |
| 6.  | On start of 3rd floor slab     |   |  |
|     | casting @10% of Total Price    |   |  |
| 7.  | On start of 5th floor slab     |   |  |
|     | casting @10% of Total Price    |   |  |
| 8.  | On start of 7th floor slab     |   |  |
|     | casting @ 10% of Total Price   |   |  |
| 9.  | On completion of Brickwork     |   |  |
|     | @10% of Total Price            |   |  |
| 10. | On completion of Flooring @    |   |  |
|     | 10% of Total Price             |   |  |
| 11. | On Completion of Doors &       |   |  |
|     | Windows @ 5% of Total          |   |  |
|     | Price                          |   |  |
| 12. | On Offer of possession @ 5%    |   |  |
|     | of Total Price                 |   |  |
|     | Total:                         |   |  |
|     | 100%                           |   |  |
| L   |                                |   |  |

### Note :

 Total Consideration includes Unit Price + Floor Escalation Cost + Car park + Extra Charges(Club Membership, Electricity & Generator Charges)

- 2. GST & Other taxes will be charged extra as per applicable rates on all payment
- 3. Payments received by cheque are subject to realization

| A            | Application No. |             |     |   |      | LLP          |                |                      |                                      |           |
|--------------|-----------------|-------------|-----|---|------|--------------|----------------|----------------------|--------------------------------------|-----------|
|              | D               | D           | M   | M | Y    | Y            | Y              | ]<br>Y               |                                      |           |
|              |                 |             |     |   | l    | PAY – I      | [N - S         | LIP                  |                                      |           |
| <br>.(<br>by | <br>Rup<br>/ A1 | ees<br>t Pa |     |   | eque | ar<br>/Pay-C | n ar<br>Order, | mount<br>)<br>/Draft | Block<br>of Rs<br>as applicati<br>No | ion money |
|              |                 |             |     |   |      | Bran         | -              |                      |                                      |           |
|              |                 |             | LLP |   |      |              |                |                      |                                      | FOR       |
|              |                 |             |     |   |      |              |                | Aut                  | horised Sigr                         | natory    |
|              |                 |             |     |   |      |              |                |                      |                                      |           |