

Form
for
Expression Of
Interest

(LAGUNA BAY)

Developed by:

ZEN PROMOTERS LLP

Registered Office:


11A/1C, East Topsia Road,
Kolkata - 700046

Corporate Office: 36/1A, Elgin Road,
Kolkata - 700020

Tel.(91-33)40402020

Fax (91-33) 40402040

Website : www.srijanrealty.com

Email care@srijanrealty.com

Site Office :

47, Matheshwartala Road
P.S. Pragati Maidan,
Kolkata 700046,

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
signed
photograph

A, Sole / First Applicant

1. Full name Mr. / Mrs/Ms.
/Dr.....
2. Name of Karta(in case of
HUF).....
3. Name of Director/Partner(in case of Pvt.
Ltd.Company/Ltd.
Company.....
...
4. Father / Husband's name Mr.
5. Date of birth
D D M M Y Y Y Y
6. Nationality

7. Occupation(i) Employed .(ii). Self Employed (iii) Housewife (iv) Student
(v) Professional (vi) other: (i)Name of Organisation.....
(ii) Designation.....

8.Profession / Nature of business

9. IT PAN(Individual/Karta/Director/Partner/NRI).....

10. Aadhar Card No.....11. Passport No.....

12. Country of Issue:.....

13. Permanent Address.....P.O.....

P.S.....City.....State.....PIN.....

Phone Home (Optional) - Work (Optional).....

Mobile Email.....

1. Correspondence Address (for Sole / First Applicant)

.....

City.....State..... PIN.....

Phone Home (Optional) - Work (Optional).....

Mobile Email.....

Affix self signed photograph

B. Joint Applicant

- 1. Full name Mr. / Ms. /Dr.....
2. Relation to First Applicant
3. Father / Husband's name Mr.
4. Date of birth
D D M M Y Y Y Y

2. Occupation(i) Employed .(ii). Self Employed (iii) Housewife (iv) Student other Profession / Nature of business 7. IT PAN.....

8. Permanent Address.....

City.....State..... PIN.....

Phone Home (Optional) - Work (Optional).....

Mobile Email.....

Signature of Sole / First Applicant (Please sign within the space provided)

Signature of Joint Applicant (Please sign within the space provided)

Place Date.....

Place Date.....

C. DETAILS OF AGREEMENT REGISTRATION:

1. Are you presently residing at Kolkata ?

[] YES

[] NO

2. If no,, then please mention your current location below.

3. When at the earliest you will be able to do the registration of the Agreement . Please mention the earliest date below.

Note: The agreement registration should be completed within 30 days from date of Booking.

5. Are you presently residing in Kolkata ?

YESNO

6. If no, then please mention you're your current location below.

7. 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:** _____

1.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) Servent Qtr (BUA) _____ Sq.Ft (A2) Total; BUA -----Sq.Ft. (A1 +A2) Open Terrace 50% Chargeable Area _____(Sq.Ft) Total _____ Sq.Ft(Super BuiltUp 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.

1st Car Parking : Rs._____ type: _____ .

2nd Car Parking : Rs._____ type: _____ .

Total Consideration: Rs._____/-

Less Discount: Rs._____/-

Total Net Consideration: Rs._____/-

F. EXTRA CHARGES & DEPOSITS:

FACILITIES		
A	EXTRA CHARGES	
1.	Club Membership	Rs.150/-per Sq.Ft on SBUA which is payable along with the Unit cost according to the Payment Schedule.
2.	Generator Charges	Rs70/-per Sq.Ft on SBUA which is payable along with the Unit cost according to the Payment Schedule .
3.	Transformer & Electricity Charges	Rs 100/-per Sq.Ft on SBUA which is payable along with the Unit cost according to the Payment Schedule .
3.	Legal Fees	Rs. 10,000/- per Unit which is payable 50% on Agreement and 50% on Conveyance.
4.	Floor Escalation	Rs.35/- per sq.ft. on SBUA per floor from 3rd floor onwards in Tower I and III and 5th floor onward in Tower II which is payable along with the Unit cost according to the Payment

		Schedule .
5.	Incidental Charges	Rs.15,000/-per unit which is payable 50% on Agreement and 50% on Conveyance.
6.	Formation of Association	Rs. 10,000/-per unit which is payable at the time of Possession
B	DEPOSITS	
7.	Electricity Deposit	Meter Deposit at actual
8.	Maintenance Deposit	Equivalent to 2 years' Maintenance at the time of possession(12 month's adjustable and 12 month's Deposit) Currently estimated @ Rs.3.50 per sq.ft. on SBU area . Final CAM rate will be based on estimate of the Promoter at the time of giving possession. Further, The Promoter or the Association may evolve a scheme whereby 20% of the Common Area Maintenance Charge or Rs1/- per Sq. Ft. per month on SBU whichever is higher or a onetime payment of Rs100/- per Sq.Ft.of SBU is additionally levied on the Unit Owners every month which will be separately kept maintained as 'Sinking Fund'. The sinking fund will be used for meeting periodic expenditure eg. Repair or Replacement of

		any equipment/asset; Repair of Building/Complex; Painting of structures (interval of every four years) etc.
9	Nomination Charge	i) 2% of total consideration including car parking ii) There will be a Lock-in- period for two years from date of registration of agreement to nominate any unit
10	Cancellation/Processing Charge	i) Rs 50000/- if cancelled before Sale Agreement. ii) 10% of total consideration if cancelled after Sale Agreement. iii) Interest dues to be paid, if any, till date of receipt of information of cancelled request. iv) All taxes paid shall not be refunded.
11	Guarding Charge	The Allottee will be payable of Rs.3000/- per month as guarding charges if possession is delayed more than 15 days from notice of possession.

Note:

1. GST as applicable and any other taxes as may be applicable from time to time shall also be payable by the allottee.
2. Extra charges are also applicable for 50% of the terrace 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____'

G. PAYMENT DETAILS : Application Money Rs _____/- (Rupees _____ only)
 vide Pay order / DD No.
Dated..... Drawn
 on..... In favour of "ZEN
 PROMOTERS LLP"

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

In favour of Mr. / Ms. (Sole / First Applicant name only)	Name of the bank	Branch Address with PIN code	Account No.	RTGS / NEFT / IFSC CODE

H. DEFAULT

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 there is delay in obtaining a Housing 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.

I. THE PAYMENT PLAN is provided in SCHEDULE -D hereunder

J. HOW ARE YOU PROCURING THIS PROPERTY?

<input type="checkbox"/>	Self Finance	<input type="checkbox"/>	Bank Loan	<input type="checkbox"/>	Staff Loan
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K. LOAN REQUIRED: YES / NO IF YES , PREFERRED BANKER/FINANCIAL INSTITUTION: _____

L. PLEASE PROVIDE THE CONTACT DETAILS OF YOUR BANKER, SO THAT WE CAN ASSIST YOU IN THE PROCESS:

- a) Name of the Bank: _____
- b) Phone/Mobile No. of Banker: _____
- c) Email ID of the Banker: _____

M. FAVORITE NEWS PAPER: _____

N. FAVOURITE MAGAZINE _____

O. FAVOURITE T.V CHANNEL: _____

P. FAVOURITE RADIO CHANNEL: _____

Q. 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.)

R. Why did you choose the Property?

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

T. 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.

U. IMPORTANT POINTS TO NOTE:

<p><u>ISSUE OF BOOKING LETTER</u></p>	<p>On grant of provisional allotment, the Booking Letter confirming the same shall be issued within 7 to 10 days from date of submitting this EOI.</p> <p>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.</p> <p>Booking letter once generated cannot be modified or changed for the under mentioned reasons:</p> <ul style="list-style-type: none"> a. Addition of Co-Applicant/Applicants b. Deletion of Co-Applicant/Applicants c. Name Change of the first applicant d. Change/Alteration/Addition of car parking . <p>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.</p>
<p><u>ISSUE OF MONEY RECEIPT</u></p>	<p>Once the Booking amount paid by you 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.</p>

<u>FIRST DEMAND LETTER</u>	The First Demand letter will accompany the Booking Letter and you receive both together.
<u>DOCUMENTS REQD FOR BANK LOAN</u>	<p>The following documents will be required by you for obtaining Bank Loan:</p> <ul style="list-style-type: none"> (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 Sales Executive) (iii) Booking Letter; (iv)Sale Agreement; (v)Demand Letter; (vi)Money Receipts.
<u>CONFIRMATION OF PAYMENT BY EMAIL</u>	After making payment through Cheque / 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 concerned Post Sales Executive to enable us to know from whom the payment was received.
<u>DEPOSIT OF TDS CERTIFICATE</u>	Whenever you deposit the TDS please mail the TDS certificate and challan to collection@srijanrealty.com with a copy to the concerned Post Sales Executive, otherwise your TDS payment will not be reflected in our account. After sending the details wait for 7 working days to get the same reflected in our accounts.
<u>PAYMENT OF STAMP DUTY AND REGISTRATION FEES</u>	<p>Payment of Stamp Duty and registration amount shall be done through Government web site only and through online payment.</p> <p>At the time of registration of Agreement you will have to pay 2% of the consideration value or as per query sheet.</p> <p>Registration of Agreement can be done after you have paid 10% of the Consideration. Please follow the Cost Sheet for the 10% payment. If required, we will provide you the calculated amount.</p> <p>Once your 10% payment is clear we will give you the query sheet and a govt. link with the payment procedure through mail for the registration payment.</p> <p>In case if you don't have net banking we will send you the Unpaid challan to make the payment. Then you will be able to make payment by the said Challan to your bank . E-challan will be generated after 72 hours. Only after that Registration can be</p>

	done.
<u>REGISTRATION</u>	<p>All the applicants need to be present physically at our Post Sales Office at the time of Registration.</p> <p>You need to carry all original KYC documents as well as photocopies of PAN, Adhaar and 4 pass port size photo at the time of registration;</p> <p>We will have to do the registration within 15 days of booking ;</p> <p>You will get the Sale agreement 10-15 days after registration;</p>
<u>COPIES OF ALL LEGAL DOCUMENTS</u>	<p>All legal documents are uploaded on WBHIRA website. You can take the print out of all legal documents from HIRA website. We cannot give you anything more.</p> <p>Please visit https://hira.wb.gov.in to get the legal papers of the project.</p> <p>You can get the hardcopy of the total legal set from our post sales office on paying the actual photocopy charges for the same.</p> <p>Further, You can check all necessary information related to your property purchase after logging in to Srijan Realty Customer Portal.</p> <p>The details to access the same is given below :</p> <p>Click on the link http://mysrijan.srijanrealty.com/ Login id: Your registered email id password:123/321etc</p>
<u>ONLY WRITTEN COMMUNICATION AND/OR MAIL TO BE VALID</u>	Cognizance will be given only to written and/or communication through electronic mail. All kinds of verbal communication shall be ignored as having no material consequence.
<u>MEETING WITH POST SALES EXECUTIVE</u>	<p>You are advised to take prior 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 :</p>

	4 th floor, Central Plaza building, 2/6 Sarat Bose Road, Kolkata – 700020. Your Customer Care Executive is: Name: EMAIL: Contact No:
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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.
- C) The Promoter reserves its right not to accept the said “EOI” and 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 non-acceptance 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 Rs.50,000/- plus GST as applicable for processing charges. But in case of cancellation or withdrawal after 30 days of issue of provisional booking letter by Promoter, entire Application money will be forfeited.

- H) If Provisional Booking Letter issued by Promoter is accepted by Applicant and Booking amount of 10% 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.
- I) But in case of cancellation or withdrawal after acceptance of provisional Booking Letter entire Booking consideration of 10% plus GST as applicable will be deducted.
- J) **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.**
- K) **Any legal paper relating to the Project can be downloaded from the WB RERA website and no print out will be provided to the customer by the Promoter.**

L) BEFORE APPLICATION THE APPLICANT HAS BEEN MADE AWARE OF THE FOLLOWING FACTS:

1. The Owners are seized and possessed of and/or sufficiently entitled to altogether a large tract of land measuring approx 2.59 Acres hereinafter referred to as the "**SAID HOUSING COMPLEX**" more fully described in SCHEDULE -A delineated in a map externally bordered in 'RED' annexed hereto and marked **ANNEX-A**.
2. Out of the aforesaid 2.59 Acres The Owners have acquired a leasehold right and interest in respect to 2.47 Acres by 9 (Nine) several deed(s) of lease for a term of 999 (Nine Hundred and Ninety Nine) years as per terms contained therein and have acquired the balance 0.12 Acres of Land by way of conveyance through 5 (Five) separate Deeds of Conveyance.

3. The Promoter may at its option keep aside a demarcated area in any portion of the project area for future own use or further development. This Area will be termed as the 'RETAINED AREA'. The Promoter will have the liberty to put this area to specific use in future as he may deem fit and proper. If the Promoters utilize the retained area for their own use and share the common facilities and amenities of the Complex they shall also partake in the share of the common expenses. Likewise if the Retained area is developed as an additional phase of the Complex in future, the Allottees of such additional phase shall also pay their share of the Common expenses. In both cases Maintenance will be charged on per Square feet of constructed area basis and not on land area basis.
4. The entire Housing Complex will be developed on land measuring 2.59 Acres more or less.
5. The Owners and the Promoter have entered into a joint development agreement dated _____ registered in the Office of _____ in Book No.I, Volume No. _____, Pages _____ to _____ Being No _____ for the year _____.
6. By a Power Of Attorney dated _____ executed by the Owners of the One Part and the Promoter of the other Part and registered in the office of the _____, _____, the Owners granted development powers to the Promoter to undertake the development in terms of the said Development Agreement.
7. The Project is now being offered for sale. Other than the project land promoter has plan to add more Land to the entire project and extend the complex by purchasing more adjacent land for various other phases herein after referred to as Future Phases.
8. The Allottees of Apartment Units will be entitled to have right of ingress to and egress from and through all the common passages and pathways running through the entire Housing Complex 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 owners of the Apartments and other spaces as defined herein irrespective of their location.

9. There will be various roads/passages, services provided by the Promoter and running along such passage and the same will keep on extending with the extension of the passage which will provide a Common access for the entire Complex including the Club and common amenities and future extensions. This Road/Passage will remain the exclusive property of the Developer/Landlord always including future development of the Developer, if any.
10. The Owners and the Promoter have decided to develop the First Phase/Project of the said entire Housing Complex.
11. The said land is earmarked for the purpose of building a residential Project, comprising 3 (Three) or more multistoried apartment buildings and the said projects shall be known as 'LAGUNA BAY'.
12. It is presently envisaged that the entire Housing Complex to be developed on land presently by estimate 2.59 acres more or less which will consist of residential Units, club, banquets, sporting and/or leisure facilities, fitness centre and entertainment facilities, etc as may be permitted under the law(s). Other phases will be defined by Promoter time to time and The Housing Complex will be constructed phase-wise wherein each phase will be treated as a distinct Project as per WBREERA.
13. 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.
14. 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 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.

15. The Owners and the Promoter have further decided that the aggregate FAR sanctioned for the entire Housing 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 for the _____ phase.
16. This Project will consist of several independent segments, viz(i)Residential apartment buildings and other uses(ii) Club with layout of open spaces, common pathways, landscaped gardens, other amenities and facilities in accordance with the plan to be 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.
17. All The Facilities and Amenities will be mutually shared 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 which may not be made available as soon as the initial phases blocks 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 part 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 building block will have a separate Association of Unit Owners and each Phase/Project will be under all the building blocks together will have a 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 Housing Complex including Future Phases, if any.

18. Till such time the Mother/Apex Association takes over the entire administration, the Allottees who have taken possession in completed blocks will be required to pay the Common Expenses pertaining to their own block 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 block 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 Allottee 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 builder 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 blocks 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 blocks . It is further provided that in case of completed phases/Incomplete Phases blocks / 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 along the completed phases blocks and progressing to the incomplete phases blocks and further phases blocks.
19. Kolkata Municipal Corporation has sanctioned the Building Plan No. _____ dated _____ to develop this project/phase.
20. 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 ____ **Phase** the 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.

21. 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 , if any, as described herein.
22. The clear block plan showing the Project (phase/wing) which is intended to be constructed and to be sold in this Phase/Project (project/wing) which is clearly demarcated and marked **Annex-B**.
23. It is agreed by the Allottee that the Promoter shall not make any additions and alteration in the sanctioned plans, layout plans of _____ **Phase/ the** Project. Provided that the Promoter may make such minor changes, additions or alterations 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 affect the Unit and the common facilities after proper declaration and intimation to the Allottee , the Promoter will be allowed to do such change and for that the Allottee hereby gives his consent,.
24. The Promoter shall not make any additions and alteration in the sanctioned plans, layout plans of ____ **Phase/ the** 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.

25. The Allottee is made aware that the occupants of Flats/Apartments in other phases of the Complex and 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).
26. The Promoter shall provide the amenities for the use and enjoyment of the Allottee. The description of the tentative amenities and/or facilities will be provided in Schedule - B of the Agreement. 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.
27. The Allottee agrees and understands that All the standard fitting, interiors furniture, kitchenette and fixtures and dimension provided in the show/model Flat exhibited at the site only provides a representative idea and the actual Flat 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.

28. 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 Housing Project with further future extensions, if any .
29. 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 his intention to use more FAR to be utilized by him on the Project Land and Allottee has agreed to purchase the Said Apartment based on the proposed construction and sale of Apartment Building Complex 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 either in 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.

30. 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 phase-wise 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, gym, community hall,

playgrounds 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 give 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 Flat/Apartment 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 and 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 Flat/Apartment Complex and in that case the Promoter may decide to provide for a passage way across this Flat/Apartment 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 Flat/Apartment Owners of this Flat/Apartment 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 Complex.

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

31. After obtaining possession, the Apartment Owners shall cooperate with other Apartment/Unit Owners and the Promoter in the management and maintenance of the said new building.
32. The Allottee has 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.
33. To use the said Apartment/Unit for **residential/** purposes and not for other purposes whatsoever without the consent in writing of the Promoter/Association.
34. The total price for the Apartment is based on the carpet area which includes cost of Unit, cost of exclusive balcony or verandah area, , proportionate cost of common area, taxes, maintenance charges breakup and description is more fully described in Schedule - D.
35. 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. 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.
36. The Apartment along with open parking , if allotted shall be treated as a single indivisible unit for all purposes. It is agreed that the Entire Housing Project is an independent, self-contained Project covering the said Land underneath the building 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 Row House Complex with further future extensions.

37. A 'CLUB' / (A 'CLUB' type facilities) shall be set up as part of the entire Housing/ Complex comprising of this building Complex and including future phases, if any, 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. 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 club will be operational before the completion of the entire Building Complex but possession of Apartments will be given **on grant of Block-wise CC**. The membership and the right to use the club facilities shall always be subject to payment of charges and observance of regulations
38. 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 and Monthly subscription charges and other 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 (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 possession

39. The Club shall have the recreational facilities like; Banquet Hall, Children's Play area; swimming pool with Jacuzzi and baby pool; Changing Room and Shower; Health Club having well equipped gym, steam, massage and yoga; equipped indoor children play zone; sporting arrangement comprising Basket Ball, Badminton Court, Volleyball Court, Cricket and Football Court (All Courts will be a part of multi-purpose Court on the terrace of the Club) , Guest room, Indoor game facilities. These facilities may be changed by the Promoter if required at the time of implementation. The said Club will also be for the use of the various Unit / Allotees and/or any person occupying through the respective Unit Owner / Lessee subject to getting membership and also subject to charges for use of Club facilities and such terms and conditions and rules and regulations to be formulated in that regard by the Builder and also subject to making payment of the charges and monthly subscription charges which may be levied and/or imposed by the Promoter from time to time.
40. To observe and strictly abide by the Rules, Regulations ,Restrictions and User Rules Fire safety Rules, Maintenance Rules framed from time to time by the Promoter and upon the formation of the Association by such Association for proper management of the Housing Complex. The covenants agreed herein to the Promoter shall mean and include towards Association also. A detailed list of such rules will be provided in the Agreement for Sale.
41. The allottees are notified that the set format of the agreement for sale shall not be amendable under any circumstances.
42. The Promoter will not entertain any request for any internal / external change in the layout. the allottee is however can do the changes of its own after getting the possession with prior permission from the concern authority.

M. RESERVED RIGHTS OF THE PROMOTER:

Since the entire Housing Complex is being developed phase-wise and this phase is among the earlier phases, after this phase is completed and handed over, the Promoter shall grant unto the Allotees 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 Apartment.

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) 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 Builder.(G) The Applicant has agreed that in the event of non-acceptance of the application by the Builder 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 Builders I/We have signed this Application 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

ALL THAT the piece and parcel of land containing an area of 258.92 decimal equivalent to 156.65 Cottah be the same a little more or less

situate lying at 47, Matheshwartala Road Kolkata 700046 (formed after the amalgamation of 47, Matheshwartala Road, 24C, Matheshwartala Road, 24C/1, Matheshwartala Road) be the same a little more or less situate lying at various R.S Dags of MouzaTangra, J.L.No 5, A.D.S.R Sealdah, Police Station Pragati Maidan, in Ward No.66 of the Kolkata Municipal Corporation

**THE SCHEDULE – B ABOVE REFERRED TO:
(THE COMMON AREA/COMMON PARTS & FACILITIES)**

Swimming pool with attached baby pool,changing rooms and shower area
 Health club with steam,massage and jacuzzi
 Well equipped Gymnasium
 Equipped AC indoor children's playing zone
 AC banquet hall for hosting parties with attached lawn
 Outdoor children play area
 Multipurpose court
 AC indoor games room with pool,snooker,table tennis, dart,carrom and other board games
 Decorated common roof with party and barbecue area
 Central Lawn for community gathering and festivals etc
 Efficient fire fighting and detection system as per WBFS norms
 Close Circuit TV
 Adda Zone
 Power Back Up
 Visitors Parking
 Car wash area provision
 Servant/driver's toilet/shower area on the ground floor
 Yoga/ aerobics/meditation area
 Air Conditioned guest rooms
 Service lift in each block
 Centralized cable service provision
 Rain water harvesting
 Electric car charging provision
 AC double height decorated entrance lobby
 Drainage System
 Sewage treatment plant
 FMO with storage area
 Mitsubishi Automated Lifts
 Servant quarter on each floor
 Landscaped natural water body

Decorated cabana on the pond
 Landscaped sitting areas by the pond
 Jogging track
 Efficient Glass
 Low Flow Water Fixture
 Certified Wood
 Natural Daylight & Fresh Air
 Use of Recycled & Regionally Produced Materials
 Electrical Charging Point
 Solid Waste Management
 Solar Powered Facilities
 Waste Water Recycling
 Incoming Telephone Facility at already installed Intercom Common Line through EPABX
 Hi-speed WI-Fi Internet Facility Connection with UPS for the residents
 24 Hrs filtered water supply with water treatment plant
 On-site wet and dry garbage composter
 Provision for home automation

**THE SCHEDULE – C ABOVE REFERRED TO:
SPECIFICATIONS**

Structure:

Mivanstructure

Living Room/Dining Area:

Flooring: Imported Marble

Wall: POP Finish

Ceiling: POP Finish

Main Door: Decorative Flush Door with Accessories- front side will be laminate finish and the back side will be raw

Balcony: Aluminum Sliding Door with Full Glazing

Windows: Anodized/Power Coated Aluminum with clear glazing

Electrical: Concealed Wiring with modular switches of reputed make,
Provision for telephone and television points.

Bedrooms:

Flooring: Imported Marble

Wall: POP Finish

Ceiling: POP Finish

Door: Flush Doors

Windows: Anodized/Power Coated Aluminum with clear glazing

Electrical: Concealed Wiring with modular switches of reputed make,
Provision for power points.

Kitchen:

Flooring: Imported Marble

Wall: POP Finish, wall tiles up to 2 feet height on all around wall over
Granite counter

Ceiling: POP Finish

Windows: Anodized/Power Coated Aluminum with clear glazing

Counter: Vitrified Slab with stainless steel sink and drain board

Electrical: Concealed Wiring with modular switches of reputed make.
Water Filter Point, Exhaust Fan Point/Chimney Point and plug
point for appliances.

Others: Provision for Outlets for exhaust fan or Chimney.

Toilet:

Flooring: Vitrified Tiles

Wall: Vitrified Tiles

Ceiling: POP Finish

Door: Flush Doors

Windows: Anodized/Power Coated Aluminum with clear glazing

Sanitary Ware: Sanitary Ware of Hindware/Varmora/Kohler/Bravat or equivalent brand

CP Fittings: Sleek CP fittings from Jaguar or equivalent brand

Electrical: Concealed Wiring with modular switches of reputed make, Provision for light, geyser and exhaust points

Others: Vitried Basin Counter in master bedroom toilet only.

Lifts:

Automatic High Speed elevators of reputed brand

Outdoor Finish:

Painted

THE SCHEDULE – D ABOVE REFERRED TO:**(PAYMENT TERMS)****PAYMENT SCHEDULE**

On Booking	Rs. 2 lacs + GST
On Booking (Less Booking Amount)	10% of unit cost+ 50% of incidental charges+ 50% of legal charges+ GST
On Agreement	10% of unit cost + GST
On start of Piling	10% of unit cost + GST
On start of Ground Floor Casting	10% of unit cost + GST
On start of 3rd Floor Casting	10% of unit cost + GST
On start of 6th Floor Casting	10% of unit cost + GST
On start of 9th Floor Casting	5% of unit cost + GST
On start of 12 th Floor Casting	5% of unit cost + GST
On Start of 15 th Floor Casting	5% of unit cost + GST
On start of 18 th Floor Casting	5% of unit cost + GST
On start of Brickwork of the unit	5% of unit cost + GST
On Start ofPlastering of the unit	5% of unit cost + GST
On Completion of the unit	5% of unit cost + GST
On Possession of the Unit	5% of unit cost+ 50% of incidental charges+ 50% of legal charges+ Maintenance Deposit+

	GST
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Application No. _____ **LLP**

D	D	M	M	Y	Y	Y	Y

PAY - IN - SLIP

Received from Mr/Mrs (In Block Letters) an amount of Rs...../- .(Rupees) as application money byAt Par/local cheque/Pay-Order/Draft No. Dated..... Drawn on Bank..... Branch. FOR _____ LLP

Authorised Signatory