

Form
for

Expression Of
Interest

(ETERNITY)

Developed by:

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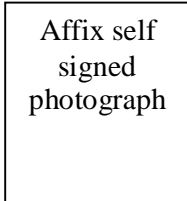
Site Office :

Holding No. 81/5 Jessore Road, Police
Station Barasat, under Madhyamgram
Municipality in the District of North 24
Parganas,

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))



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.....
14. 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

15.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.....
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C. Average Gross Monthly Family Income:.....

D. 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) Servent 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 Built Up
area)

III)/ 4 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 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.

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

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

Total Consideration: Rs._____/-

Less Discount: Rs._____/-

Total Net Consideration: Rs._____/-

E. EXTRA CHARGES & DEPOSITS:

FACILITIES	
A	EXTRA CHANGES
1.	Club Membership Rs.80,000/-(2BHK); Rs.1,00,000/-(3 BHK) and Rs.1,10,000/- (4 BHK) which is payable along with the

		Unit cost according to the Payment Schedule.
2.	Generator & Transformer Charges	Rs 45/- per sq.ft and Transferor Charges Rs.65/- per Sq.Ft. of SBU which is payable along with the Unit cost according to the Payment Schedule .
3.	Legal Fees	Rs.15,000/- + GST which is payable 50% on Booking and 50% on Conveyance.
4.	Incidental Charges	Rs.15,000/- +GST which is payable 50% on Booking and 50% on Final Instalment + GST.
5	Association Formation	Rs.10,000+ GST
B	DEPOSITS	
5.	Electricity Deposit	Meter Deposit at actual
6.	Maintenance Deposit	Equivalent to 3 years' Maintenance at the time of possession(24 months' adjustable and 12 months' Deposit) Currently estimated @ Rs.3 per sq.ft. on SBU area . Final CAM rate will be based on estimate of the Promoter at the time of giving possession .

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'A'

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

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

G. LOAN REQUIRED: YES / NO IF YES , PREFERRED FINANCIAL INSTITUTION: _____

H. FAVORITE NEWS PAPER: _____

I . FAVOURITE MAGAZINE _____

J. FAVOURITE T.V CHANNEL: _____

K. FAVOURITE RADIO CHANNEL: _____

L. 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.)

M. Why did you choose the Property ?

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

O. 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.

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 WBHIRA 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 242 COTTAH for making one big Housing Complex more fully described in SCHEDULE – A bordered in COLOR ___BLUE___ in a Plan annexed hereto
 2. The First Phase/Project of the Housing Complex will be developed on land measuring 3.08 Acres more or less out of the Said Entire Housing Complex.
 3. The Second Phase/Project of the Housing Complex will be developed on land measuring 0.91 Acres more or less out of the Said Entire Housing Complex.
 4. The Owners and the Promoter have entered into a joint development agreement dated 12th December, 2020 registered in the Office of ADSR, North 24 Parganas, in Book No.I, Volume No. 1503, Pages 66413 to 60639 Being No 1071 for the year 2021 ;

5. By a Power Of Attorney dated 13th February 2021 executed by the Owners of the One Part and the Promoter of the other Part and registered in the office of the Additional District sub-registrar, North 24 Parganas in Book No.I, Volume No.15032021 Pages 84264 to 84413, Being No.150301518 for the year 2021, the Owners granted development powers to the Promoter to undertake the development in terms of the said Development Agreement.
6. The 1st Phase/Project of the Housing Complex is now being offered on Land measuring 3.08 Acres more or less and also demarcated in the Plan Bordered in Color **__BLUE__** in the same Plan Annexed hereto .
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 as per Rule 10 of the Act..

Other than the project land promoter has plan to add more Land in the entire project land 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 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 owners of the Apartments and other spaces located in all the phases and also Future Phases as defined herein
9. There is a demarcated road/passage , services provided by the Promoter and such passage will keep on extending with the extension of the complex through all future phases and also for Club and common amenities. The Promoter will utilize this passage as demarcated in the plan. The Promoter may hand over the usage and easement right of the passage and the services running alongwith it to the Apex Association after completion of Future Phases.The Owners and the Promoter have now decided to develop the 1st Phase/Project out of the said entire Housing Complex.

10. The said phase is earmarked for the purpose of building a residential Project, comprising 5 multistoried building blocks and the said projects shall be known as ETERNITY – PHASE-I (project) alongwith other Phases/Projects of the entire complex;
11. It is presently envisaged that the entire Housing Complex to be developed on land presently by estimate 242 cottahs or 3.99 acres more or less 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 WBHIRA.
12. 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.
13. 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.
14. 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.

15. This Project will consist of several independent segments, viz (i) Residential Units (ii) Club, which may be changed and varied as per the decision of Promoter. 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.
16. All The Facilities and Amenities will be mutually shared by all the phases of the entire Housing 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 Housing Complex including Future Phases.
17. 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 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 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.

18. MADHAYMGRAM Municipality has sanctioned the COM-93/MM/2020-21 dated 4th February, 2021 to develop this project/phase.
19. 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 1st 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.
20. The Promoter has also made out proposed lay-out plan showing future proposed development as disclosed by the Promoter in his registration before WBHIRA Authority and further disclosed on the web-site 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 WBHIRA Authority and further disclosures in the Websites as mandated by the Promoter have been annexed hereto.
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-A .
23. It is agreed by the Allottee that the Promoter shall not make any additions and alteration in the sanctioned plans, layout plans of 1st Phase/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 1st 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.

25. 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).
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 – D 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 but so far as this phase is concerned no change will take place and facilities will not be curtailed and will be timely delivered .
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-B** hereunder.
28. **Commercial Segment / Phase-** shall be the non-residential portion of the Project meant for and to be utilized for commercial purposes only which may inter-alia have provision for : bank/ ATM, , Daily convenience Store with Milk, fruits, vegetables and other edibles, Beauty Parlour, Medical Stores etc . However, it shall be the sole

discretion of the Builder/Promoter to allot number of stores for various purposes for Value or consideration to be received only by Builder/Promoter

31. 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.

32. The Promoter hereby declares that the Floor Space Index available as on date in respect of the first phase project land is 42923 Square meters only and Promoter has planned to utilize more 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 , which are applicable to the said Project. 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 Apartments 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 the present phase or 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.

33. 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 Phases/Complex.

34. 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 Housing 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 Apartment to the Allottee and also the Common facilities on the committed date which is on,with a grace period of six months (**Completion date**).

35. 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.
36. 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.
37. To use the said Apartment/Unit for **residential /commercial** (As per Sanctioned) purposes and not for other purposes whatsoever without the consent in writing of the Promoter/Association.
38. 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.
39. 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 building Complex with further future extensions.

40. A 'CLUB' / (A 'CLUB' type facilities) shall be 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. 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 First phase of Housing Complex but possession of Flats will be given in phases .The membership and the right to use the club facilities shall always be subject to payment of charges and observance of regulations.

41. 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:

$$\frac{\text{Total Club and other facilities Expenses}}{\text{Total Sq.Ft of all the Allottees who have got possession}}$$

42. Club Recreation Facilities : The Club shall have the recreational facilities like Air-conditioned Home Theatre; Banquet Hall,; Toddlers Zone Kids Corner; Youth Corner , Barbecue space; Library, ; Changing Room and

Shower; Medium sized swimming pool ,Baby Pool and Jacuzzi; Health Club having well equipped gym and yoga; ,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 / Allottees 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.

43. 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.
44. The allottees are notified that the set format of the agreement for sale shall not be amendable under any circumstances.
45. 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.

46. 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 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 Apartment.

SCHEDULE -A

(THE ENTIRE HOUSING COMPLEX)

ALL THAT the piece and parcel of land containing an area of 399.3 decimal but on actual physical measurement 399.3 decimal equivalent of 242 Kottahs(more or less) or 174240 sq.ft. situate lying at Mouzas UDAYRAJPUR, JL No.43 being Municipal Premises No. 81/5 Jessore Road, under P.S:BARASAT, MADHYAMGRAM Municipality, Ward No.5, Kolkata – _____, District NORTH 24 PARGANAS in the following Dag Nos. as per Plan annexed hereto as per ANNEX-A and externally bordered in GREEN.

SI No	R.S.Dag No	L.R.Dag No	Total Area in Dag in Decimal	AREA IN ENTIRE HOUSING COMPLEX IN DECIMAL
1		2415	82	2
2		2437	52	27.71
3		2438	34	34
4		2439	39	39
5		2440	50	50
6		2441	107	102.59

7		2442	21	21
8		2443	17	17
9		2444	8	8
10		2445	10	10
11		2446	6	6
12		2447	50	50
13		2448	15	15
14		2449	17	17
			TOTAL	399.3

SCHEDULE -B
SPECIFICATION

FLOORING – Vitrified tiles in drawing, dining

BEDROOMS– Ceramic tiles.

TOILETS AND KITCHEN - Ceramic tiles

GROUND FLOOR LOBBY – Marble/vitrified tiles

BASEMENT -

STAIRCASE –Kota stone

DOORS - Decorative main door, others wooden framed enamel painted flush doors.

WINDOWS - Alumunium sliding windows with clear glass and grills.

BATHROOM FITTINGS- Ceramic tiles upto door height. Sanitary wares and cp fittings of reputed make. Hot and cold water supply.

KITCHEN - Granite top counters with stainless steel sink. ceramic tiles upto 2 feet above kitchen platform.

ELECTRICAL - Concealed copper wiring. Semi modular switches of reputed brands.

WALLS - Plaster of paris finish.

LIFTS – Automatic Lifts.

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 BuildersI/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 _____

Application No. _____ **LLP**

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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 by At Par/local cheque/Pay-Order/Draft No.
..... Dated..... Drawn on
..... Bank..... Branch.
FOR _____ LLP

Authorised Signatory
