

Form
for
Expression Of
Interest

(NIRVANA PHASE II)

Developed by:

RAGHABPUR PROJECTS LLP.

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Holding No.3273 Poleghat Gram
Panchayat, Mouza Raghampur,
P.S Sonarpur, South 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

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

6. 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. Average Gross Monthly Family Income:.....

D. ROW HOUSE/ BUNGALOW OPTION DETAILS :

- 1. A. Two Storied (G+1) Row House/ Bungalow(3 Bed Room) No. -
. Sq.Ft (Carpet Area)corresponding BUA..... Sq.Ft ;
Exclusive use of: Balcony:..... Sq.Ft (Carpet Area);
Roof: Sq.Ft
Exclusive use of Front Yard(Includes Car Park Area) : Sq.Ft. ;
Exclusive use of Back Yard :.....Sq.Ft.

Exclusive use of Addl. Back yard _____ Sq.Ft.

2. B. Three Storied(G+2) Row House/ Bungalow(4 Bed Room) No. _____
 . _____ Sq.Ft (Carpet Area)corresponding BUA _____ Sq.Ft ;
 Exclusive use of: Balcony: _____ Sq.Ft (Carpet Area);
 Roof: _____ Sq.Ft
 Exclusive use of Front Yard(Includes Car Park Area) : _____ Sq.Ft. ;
 Exclusive use of Back Yard : _____ Sq.Ft.
 Exclusive use of Addl. Back yard _____ Sq.Ft.

C. CONSIDERATION:

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

Total Effective Rate after discount: Rs. _____ Per Sq.Ft.

Total Consideration: Rs. _____/-

Less Discount: Rs. _____/-

Total Net Consideration: Rs. _____/-

D. EXTRA CHARGES & DEPOSITS:

FACILITIES		
A	EXTRA CHARGES	
1.	Club Membership	Rs.1,50,000/- which is payable along with the Unit cost according to the Payment Schedule.
2.	Generator & Transformer Charges	Rs1,50,000/- which is payable along with the Unit cost according to the Payment Schedule .
3.	Legal Fees	Rs.10,000/- which is payable 50% on Agreement and 50% on Conveyance.
4.	Incidental Charges	Rs.15,000/- which is payable 50% on Agreement and 50% on Conveyance.

B	DEPOSITS	
5.	Electricity Deposit	Meter Deposit at actual
6.	Maintenance Deposit	Equivalent to 2 years' Maintenance at the time of possession(12 months' adjustable and 12 months' Deposit) Currently estimated @ Rs.1.50 per sq.ft. on BU 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 along with Payment Terms & Schedule of construction is attached as **Schedule - D**

E.. **Payment Plan:** (i) Down Payment (ii) Installment Payment

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

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 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 Row House/Bungalow 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 Row House/Bungalow 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.
- 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 Row House/Bungalow 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 15 days of issue of Provisional Booking Letter by Promoter, the EOI application amount will be refunded after deducting a sum of Rs.25,000/- 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, Rs.2,00,000/- plus GST 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 for the delay beyond 30 days.
- 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). **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 11.91 Acres equivalent of 720.55 Cottahs more or less hereinafter referred to as the ‘**Purchased Land**’ more fully described in Part-I of **SCHEDULE-A**.
 2. Other than the Said Purchased Land, the Owners as well as the Promoter are in the process of adding new parcels of land measuring about 36.98 decimal in the adjoining area. After addition the present area of the Said Entire Housing/Row House Complex will increase and the Allottee has no objection to such increase in the area of the Said Land. The Allottee further agrees to allow and hereby gives his

consent to the Promoter for modification of plan to incorporate such Land already purchased and/or to be purchased and/or the constructions to be made thereon and also sharing of common amenities, facilities, services amongst each other. Besides extending the Row House Complex, the Promoter will also create few more facilities in the future development defined hereinafter which will also be shared by Allottees of all phases in terms of Rule 10 of the Said Act.

3. The Purchased Land and the 'To be purchased Land' aggregating to 12.28 Acres referred to as the **PROJECT LAND** described in Part-II of SCHEDULE A and also delineated in a map externally bordered in '**RED**' annexed hereto and marked **ANNEX-A**.
4. Out of the said Project Land R.S Dag No.221 admeasuring 19 Decimal is vested to the State and the Promoter has applied to the Government for seeking settlement of the same on long term Lease basis which is expected shortly. Such Land is internally bordered in 'Blue' and delineated in the map annexed hereto and marked '**Annex-A**'.
5. Out of the Said Project Land, the Promoter shall retain land measuring 9 decimal more or less on the Northern side identified in the Plan annexed hereto and marked **Annex – B** with such Retained Area filled with color '**Brown**' which the Promoter is keeping in reserve for its exclusive use.
6. The First Phase /Project is being developed on land measuring 4.98 Acres out of 6.91 Acres more or less in the Said Row House Complex delineated in the Map annexed hereto marked **ANNEX-B** and internally bordered in '**GREEN**'.
7. The Second Phase /Project is being developed on land measuring 0.76 Acres out of 0.88 Acres more or less in the Said Row House Complex delineated in the Map annexed hereto marked **ANNEX-B** and internally bordered in '**BLUE**'.
8. Further Phases/Projects will be developed in future at the discretion of the Promoter on land measuring 6.54 Acres more or less out of the Said Entire Housing/Row House Complex delineated in the Map annexed hereto marked **ANNEX-B** and internally bordered in '**RED**'.

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.

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 based on sanctioned plan /modified plan and all phases will share the common amenities, facilities and services amongst each other as per Rule 10 of the Act.

9. The Owners and the Promoter have entered into a joint development agreement dated 15th March 2018 registered in the Office of DSR IV, Alipore in Book No.I, Volume No. 1604/2018, Pages 71475 to 71999 Being No 160402469 for the year 2018 ;
10. 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 Additional District sub-registrar, South 24 Parganas, the Owners granted development powers to the Promoter to undertake the development in terms of the said Development Agreement.
11. The Allottees of Bungalows/Row Houses 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 Bungalows and other spaces located in all the phases and also Future Phases as defined herein
12. 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 all future phases and also for Club and common amenities. This Road/Passage will remain the exclusive property of the Developer/Landlord always but all phases including future development of the Developer will utilize this passage as identified in the Plan annexed hereto and marked **Annex – B** with the Roads and Passages filled with color '**ORANGE**' . The Promoter may hand over the usage and easement right passage and the services running alongwith it to the Apex Association.
13. It is presently envisaged that now the First & Second Phase of the entire Row House/Bungalow Complex will be developed. Besides the

residential Units there will also be 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/Row House Complex will be constructed phase-wise wherein each phase will be treated as a distinct Project as per WBHIRA.

14. The allottees of the Row Houses/Bungalows 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.
15. 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 garden space in the Front yard and back yard appertaining to the Row House or 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 Row Houses/Bungalows, demarcated area of terrace appurtenant to a particular Row House/Bungalow; the roof of the overhead water tank, open terrace of any Row House/Bungalow; 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.
16. The Owners and the Promoter have further decided that the aggregate FAR sanctioned for the entire Housing/Row House 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 First & Second Phase.
17. 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.

18. All The Facilities and Amenities will be mutually shared by all the phases of the entire Row House 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/Row House Complex including Future Phases.
19. 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 all phases of the entire complex 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 of all phases for which notice of possession has been issued by the builder (3 months before) 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 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 mutually common to all the phases. It is

further provided that till such time the Mother/Apex Association is formed, the Promoter shall act as the Apex Association and on the formation of the Mother/Apex Association, the Promoter shall withdraw itself from such role and hand over the responsibility to the new body.

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.

20. South 24 Parganas Zila Parishad has sanctioned the Building Plan vide Revised Sanction Plan File No. 528/628/REV-1 KMDA dated 24.06.2019 to develop this project/phase. The Promoter intends to modify the Said Plan to the following extent :

- (i)** Changes in dimension of Doors and Windows;
- (ii)** Provision of additional window in living area;
- (iii)** Removal of interior non load bearing wall in the toilet.
- (iv)** Design of the Stairway in the Row Houses.

21. 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 Second 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.

22. The Promoter has also made out proposed lay-out plan showing proposed development as disclosed by the Promoter in his application / registration before WBHIRA 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 to be purchased in due course and also add to the entire project and also future phases as described herein.

23. The clear Row House/Building and Club plan showing the Project (phase/wing) which is intended to be constructed and to be sold in this

said Phase/Project (project/wing) which is clearly demarcated and marked Annex B.

24. The Allottee is made aware that the occupants of Row House/Bungalows in other phases of the Complex shall also have complete and unhindered access to all Common Areas, Amenities and Facilities of the Project mutually. which are meant or allowed by the Promoter for use and enjoyment by such other third parties who shall be entitled to enjoy all such common amenities and facilities and services of the Project which are so intended by the Promoter for use of the occupants of other parts/phases and also the FUTURE PHASES as defined hereinabove of the Project (Project Common Areas, Amenities and Facilities).
25. The Promoter shall provide the amenities for the use and enjoyment of the Allottee. The description of the tentative amenities and/or facilities **is as given** in Schedule-B hereunder. No substantial or significant changes will be done . Since the entire Row House/Bungalow Complex will be developed project-wise/phase-wise the description and location of the Common areas /amenities pertaining to the entire Complex may change but so far as this phase is concerned no change will take place and facilities will not be curtailed and will be timely delivered .
26. The Allottee agrees and understands that All the standard fitting, interiors furniture, kitchenette and fixtures and dimension provided in the show/model Row House/Bungalow exhibited at the site only provides a representative idea and the actual Row House agreed to be constructed may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make , colour, shade, shape and appearance from the ones provided in the model unit and the Allottee shall not put any claim for such variation. The Promoter shall ensure that only approved specifications mentioned in **Schedule-C** hereunder.
27. It is clarified that Project's Infrastructure, services, facilities and amenities together with all common areas, easements, rights and appurtenances belonging thereto shall be available mutually for use and enjoyment of the Allottees of the entire Housing Project with further future extensions.

27. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1900.76 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 . 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 Row House/Bungalow based on the proposed construction and sale of Row House/Bungalows 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.

28 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 Row House/Bungalow 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 Row House/Bungalow Complex and in that case the Promoter may decide to provide for a passage way across this Row House/Bungalow 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 Row House/Bungalow Owners of this Row House/Bungalow 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.

29. 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.
30. To use the said Row Houses/Buildings for residential purposes and not for other purposes whatsoever without the consent in writing of the Promoter/Association.
31. The total price for the (Row House/Bungalow) based on the carpet area which includes cost of Row House/Bungalow, cost of exclusive balcony or verandah area, cost of front yard, back yard, exclusive open terrace areas, proportionate cost of common area, taxes, maintenance charges breakup and description is more fully described in Schedule – D.
32. The Row House/Bungalow 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.

33. 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.
34. After receiving the amended Plan, the Promoter shall not make any additions and alteration in the sanctioned plans, layout plans of First & Second Phase/Project and specifications and the nature of fixtures, fittings and amenities described herein in Schedule C (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Row House/Bungalow 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.
- 35 . 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.

36. The Promoter will hand over possession of the Row House/Bungalow to the Allottee and also the Common facilities on the committed date of which is on _____ with a grace period of six months (**Completion date**)
37. 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.
38. A 'CLUB' /(A 'CLUB' type facilities) shall be set up as part of the entire Housing/Row House 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 Row House/Building Complex but possession of Row Houses 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.
39. 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:

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

40. 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 / 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.
41. 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 Row House/Bungalow 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.
42. The Allottee are notified that the set format of the Agreement for sale shall not be amendable under any circumstances.
43. 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.
44. **RESERVED RIGHTS OF THE PROMOTER:**

Since the entire Row House/Building 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 Row Houses/Bungalows.

The Promoter its successors and assigns are hereby permitted, at their own expense to construct further Row Houses/Bungalows 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 Row House/Bungalow.

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 Row House/Bungalow to me/us. (D) We

understand that this Application is only a request of the Applicant for allotment by sale of the Row House/Bungalow 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 Row House/Bungalow 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 _____

SCHEDULE-A

PART -I

(THE PURCHASED LAND)

ALL THAT the piece and parcel of land containing an area of 1157.02 decimal equivalent to 11.57 Acres (more or less) lying at Mouza Raghampur(J.L.No.74) and 34 Decimal equivalent to 0.34 Acre more or less lying at Mouza Dhamaitala (J.L.No75) under P.S Sonarpur District 24 Parganas(South) in the following Dag Nos. as per Plan annexed hereto.

Mouza- Raghampur, J.L. No. 74

Serial No.	R.S Dag No.	L.R. Dag No.	Purchased Area
1	197	282	65
2	202	218	8
3	203	230	56
4	217	234	19
5	218	236	25
6	220	238	17
7	230	243	4
8	231	280	93
9	234	268	101
10	235	267	8
11	236	266	33
12	237	269	23
13	239	264	20
14	240	263	18
15	245	261	20
16	250	257	12
17	252	256	43
18	255	276	12
19	256	277	17
20	258	278	13
21	259	279	2
22	260	281	110
23	271	283	17
24	244	253	15
25	246	260	14
26	243	252	15
27	225	247	5
28	232	244	0.0171
29	242	251	29
30	219	237	27
31	233	245	3
32	251	258	10

1	222	240	79
2	223	250	35
3	224	248	29
4	226	246	41
5	227	249	13
6	229	242	11
7	241	262	11
8	238	265	36
9	225	247	35
10	228	241	13
11			
	TOTAL		1157.0171

Mouza- Dhamaitala, J.L. No.75

Serial No.	R.S Dag No.	L.R. Dag No.	Purchased Area
1	187	212	16
2	186	210	18
	Total		34

To be Purchased Land

Sl.No.	R.S Dag No	L.R Dag No	Area in Decimal
1	230	243	14
2	255	276	01
3	221	239	19
4	232	244	2.982
			36.98

PART -II
SAID PROJECT LAND(PHASE-II)

ALL THAT the piece and parcel of land containing an area of 0.76 Acres out of 0.88 Acres (more or less) in R.S Dag Nos 217,218, 219, 220 corresponding to L.R Dag Nos 234, 236,237 and 238 lying at Mouza Raghampur(J.L.No.74) under P.S Sonarpur District 24 Parganas(South) in the following Dag Nos. as per Plan annexed hereto externally bordered in **RED as per ANNEX-A.**

SCHEDULE -B

(THE COMMON AREA/COMMON PARTS & FACILITIES)

(Common Parts , Portions and Amenities)

1. **The Common Portions are at 3 (three) levels, which are :**
 - 1.1 **LEVEL: Those which are common to all the segments and are collectively called the “Service Zone” and includes the following: Applies to present phase and all the other phases both future and past**
 - 1.1.1 Sewerage treatment Plant / Septic Tank
 - 1.1.2 Common generators, its installation and its allied accessories , lighting of the common areas, pumps and common utilities.
 - 1.1.3 Electric Sub-Station
 - 1.1.4 Garbage Disposal area
 - 1.1.5 Roads including passages providing easement rights, installations, and security arrangements not exclusive to any segment.
 - 1.1.6 Drains and sewers from the premises to the Municipal Duct /STP.
 - 1.1.7 Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
 - 1.1.8 Boundary walls of the premises including outer side of the walls of the building and main gates.
 - 1.1.9. water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
 - 1.1.10. Transformer electrical wiring meters and fittings and fixtures for lighting common areas.
 - 1.1.11 Management/Maintenance Office
 - 1.1.12. Round the Clock Security arrangements with CCTV and intercom
 - 1.1.13. Main entrance Gate
 - 1.1.14 Fire Fighting Equipment and Extinguishers and Protection system
 - 1.1.15. 24Hrs water supply
 - 1.1.16. Rain water harvesting may be created by Promoter at its sole option.

- 1.1.17. Dedicated communication system for telephone
- 1.1.18. The water pump, the pump room, water reservoir, tube-well, and distribution pipes
- 1.1.19. Durwans Room
- 1.1.20. Cable connection/ Cable TV System

1.2 LEVEL-2 :Those which are to remain common to all the Row House/Bungalow Owners of the residential complex of all the phases, present and in future as well as in the extensions. All the Row House/Bungalow Owner shall have proportionate share therein. These include the following:

- 1.2.1. Landscaped Garden and Central lawn , water bodies and fountains if any
- 1.2.2. Children Play area
- 1.2.3 Separate area for elderly people.
- 1.2.4. A.C.Community Hall for common use of all the occupants of the said New Buildings
- 1.2.5. Club party lawn
- 1.2.6. Space for functions/shows/puja etc.
- 1.2.7. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
- 1.2.8 Visitors Car Parking
- 1.2.9 Multipurpose Court
- 1.2.10 Swimming Pool with changing rooms
- 1.2.11 Indoor Games Room
- 1.2.12 Gym
- 1.2.13 Rain water harvesting may be created by Promoter at its sole option, if provided.
- 1.2.14 Entrance Main Gate
- 1.2.15 Electrical Room
- 1.2.16 FMC Office

2. Unless otherwise indicated herein and in addition to these mentioned in Levels 1, 2 the common portions like land, roads, lighting equipments, gates, building for guards, trees bushes, decorations e.g. sculptures etc. pipes, ducts and cables situate within the area whether over or under the land of the service zone shall be deemed to be common to the Allottees of all the segments and those that are inside the Row House/Bungalow Complex including its boundary walls and/or fences, water body etc. shall be deemed to be common Portion only of the residential complex and

common to its Row House/Bungalow Owners. Similarly those in any particular tower shall be deemed to be the Common Part only of that Block.

3. The Promoter reserves the right to alter the above scheme or any of the items mentioned as so advised by its Architects and/or Advocates for better and effective management and maintenance and otherwise equitable to the Owner of any segment or part thereof.

SCHEDULE -C **(SPECIFICATION)**

Load Bearing Wall Structure

DOORS

Main Door- Front Side- Flush Door with Duco Paint

Back Side- Flush Door with Enamel Paint

Internal Doors

Roof Main Door – Wood Plastic Composite (WPC) Door with Enamel Paint

Roof Toilet Door - Wood Plastic Composite (WPC) Door with Enamel Paint

Kitchen Door - Wood Plastic Composite (WPC) Door with Enamel Paint

Bedroom & Toilet Doors – Flush Door with Enamel Paint

Door handles, Locks & Hinges of Reputed Make

WINDOWS

Anodized/Powder Coated Aluminium windows, Grill optional at extra cost

FLOORING

Vitrified Tiles flooring in Living & Dining, All Bedrooms & Staircase

Solar Reflective Tiles in Roof Area

ELECTRICAL

Concealed Copper wiring with modular switches of reputed make. Provision for telephone & television point.

INTERNAL WALLS

Pop Finish

OUTDOOR FINISH

Superfine Texture Weathercoat/WaterProof Paint

KITCHEN

Flooring – Anti Skid Vitrified Tiles

Counter- Granite Slab with a stainless steel sink, wall tiles up to 2ft. Height on all around wall over granite counter.

Water Filter Point, Exhaust Fan Point, Chimney Point

Provision for Outlets for Exhaust Fan/Chimney

TOILET

Flooring – Anti Skid Ceramic Tiles.

Granite Basin Counter in all toilets Except Roof toilet.

Wall- Dado in ceramic tiles up to door height.

Sanitary ware of Hindware / Jaguar /Parryware/American standard or equivalent brand

Sleek CP fittings from Jaquar/Hindware/Essco/Parryware or equivalent make,single lever fitting and hanging commode with conceal cistern.

Electricals in Toilet

Concealed Copper wiring with modular switches of reputed make. Provision for light, geyser and exhaust point.

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 by At Par/local cheque/Pay-Order/Draft No.

..... Dated..... Drawn on

..... Bank..... Branch.

FOR _____ LLP

Authorised Signatory
