

BRAINER INFRA LLP

(A Joint Venture Company with Brainer Realty India Private Limited, Innovative Constraventures Private Limited, InstyleLifespace Private Limited and RCBS Realty Private Limited).

**Terms & Conditions of “ROOPKATHA”
(Forming Part of letter dated -----.)
Your Customer ID No. -----/2016-17/Roopkatha/Phase-I**

1. The Allottee(s) has/ have applied for allotment of a residential apartment with full knowledge of all the law/notifications and rules applicable to the Project area, which have been fully understood by the Allottee(s).
2. The Allottee(s) has/ have fully satisfied himself/herself/ themselves about the interest and/or the title of the company in the Project land on which the apartment will be/are being constructed. It is understood that the Allottee(s) has/have applied for allotment for residential purpose only.
3. The Allottee(s) has/ have accepted that the layout, Landscaping, Pathway, Connectors, and building plans, specifications of the building(s)/complex and the apartment as shown in the brochures are tentative and agrees/agree that **BRAINER INFRA LLP** may effect

such variations, additions, alterations, deletions and/or modifications therein as it may, in its sole discretion, deem appropriate and fit, or as may be directed by project architect/statutory bodies or any other competent authority including Ramnagar-II Gram Panchayet Such alteration may include change in location, increase or decrease in the area of the Apartment, Number of Apartment(s), floors, buildings or Towers. No complaint regarding design, layout and accommodation shall be entertained by **BRAINER INFRA LLP**

4. The Allottee(s) agrees/agree that he/she/they shall /will pay the price of the apartment as per the price & payment schedule and all other dues as per the terms and conditions reserved for such payment and agrees/agree to make all such payments through A/C payee demand drafts/pay orders, cheques in favour of **“BRAINER INFRA LLP”** payable at Kolkata only. No outstation cheque will be accepted.
5. Applications containing false information are liable to be rejected and booking will be cancelled whenever so detected. Upon such cancellation all the amounts paid will be refunded without any interest but after deduction of @ 10% Of the paid amount, along with all the statutory government taxes paid on the account of the said apartment.

6. Applicants cannot withdraw their applications and/or cancel their booking at any time on their own whims after issue of provisional allotment letter without given appropriate cancellation application to the company. In that event if the cancellation request is accepted by the authority then the total margin amount paid by the Allottee(s) will be refunded after deduction of 10% (ten Percent) of the amount deposited/paid up to the date of withdrawal without any interest, along with all the statutory government taxes paid on the account of the said apartment. All such refunds to residents and Non-Resident Indians (NRI)/Foreign citizens of Indian origin shall, however, be made in Indian rupees only. In case of withdrawal, refund will be made within 45 days from the date of acceptance of withdrawal of the allotment and it is to be mentioned here that cancellation of such allotment will be considered only before taking any kind of banking finance by the individual allottees. It is clarified that no claims for any damages shall be tenable in the event of cancellation of the allotment on any ground whatsoever.
7. Payment of allotment money is required to be made within 30 (thirty) days of the date of allotment. No extension of time will be allowed for payment of allotment money. In case allotment money is not paid within the due date the provisional allotment would stand cancelled automatically without reference to the Allottee(s) and the application money would be automatically forfeited.

8. Payment of instalments and all other dues shall have to be made within due dates as would be mentioned in the letter(s) of **“BRAINER INFRA LLP”** to be issued from time to time requesting for such payments. Payment within time would be the essence of the terms of the allotment. Part payment will not be accepted. After due dates, in case payment is delayed the Allottee(s) shall have to pay interest on the amount due @ 18% (eighteen percent) per annum for up to 2 (two) months of delay from the respective due dates. Delay in payment beyond 2 (two) months from the respective due dates shall not be condoned. In case of such delay the allotment may stand cancelled without any reference to the Allottee(s) and **“BRAINER INFRA LLP”** shall deduct 10% (ten Percent) of the amount paid, along with all the statutory government taxes paid on the account of the said apartment. In case of such cancellation, the Allottee(s) shall have no right and/or lien on the apartment. Total deposit or instalments paid by the Allottee(s) will be refunded after deduction of the said charges.
9. If any of the payments made by the Allottee(s) is dishonoured for any reason, **“BRAINER INFRA LLP”** shall be entitled at its sole discretion either to cancel the allotment and refund all payments made by the Allottee(s) after deducting @ 10% charges as mentioned above or **“BRAINER INFRA LLP”** shall be entitled to charge a penalty of Rs1000/- as calculated at the time of calculation and that to be paid

forthwith on demand, the allottee need to make the payment with in 15 days from the date of issuing of demand.

10. All payments received will be first applied towards applicable interest and other sums, if any due, and thereafter towards the instalments. No payment will be received after due date without the payment of the applicable interest, if any.
11. The Company shall endeavour to give possession of the Apartment to the Allottee(s) within 42 (forty two) months from the date of sanction of plans or permission for construction by Ramnagar-II, Gram Panchayet, South 24 Parganas subject however, to payment by the Allottee(s) of all dues in respect of the allotted apartment including stamp duty and registration charges as applicable under the law.
12. **“BRAINER INFRA LLP”** shall give notice (“notice of possession”) to the Allottee(s) regarding the date on and from which **“BRAINER INFRA LLP”** will start effecting possession of the Apartments. The Allottee(s) shall be required to take possession in person or through agent or attorney within 15 (fifteen) days from the issuance of “notice of possession”. In the event the Allottee(s) fails or neglects to accept and take over possession of the Apartment within the time as notified in the “notice of possession”, delivery of the Apartment shall be deemed

to have been taken by the Allottee(s) on the date indicated in the “notice of possession”. Such date shall be deemed to be the date of possession (“Deemed Date of Possession”) irrespective of the date when the Allottee(s) takes physical possession of the Apartment.

13. In case the Allottee(s) fails or neglects to take possession of their apartment(s) as and when called or where physical delivery has been withheld by **“BRAINER INFRA LLP”** on ground stated elsewhere in these General Terms and Conditions, the Allottee(s) shall be liable to pay guarding charges @ Rs.2000/- (Rupees Two Thousand) only per month from the Deemed Date of Possession to the actual date when the physical possession is taken by the Allottee(s). In addition each Allottee(s) shall be required to pay for proportionate share of common areas maintenance expenses and applicable municipal/Panchayet rates and taxes of Complex/Apartment from the Deemed date of Possession.
14. In cases where delivery of physical possession of the apartment is withheld by **“BRAINER INFRA LLP”** on grounds stated elsewhere under these General Terms and Conditions, the physical possession of the Apartment shall be deemed to have been taken by the Allottee on the deemed date of possession as indicated in the “notice of possession”.

15. The Allottee(s) agree(s) that the time as stipulated for delivery of possession of apartment as stated above is subject to force majeure which inter alias includes delay on account of non-availability of materials, water supply, sewerage disposal connection, electricity or slow down, strike or due to a dispute with the construction agencies employed by **"BRAINER INFRA LLP"**, civil commotion or by reason of war, enemy action or any natural calamities, rules or notification of the Government/public/company, permission from Ramnagar-II, Gram Panchayet ZilaParishad, KMDA whichever is applicable. Under such eventuality (ies) **"BRAINER INFRA LLP"** shall be entitled to a reasonable corresponding extension of the time for delivery of possession of the apartment to the Allottee(s).
16. If for any reason, whatsoever, **"BRAINER INFRA LLP"** is not in a position to offer the apartment allotted, **"BRAINER INFRA LLP"** shall offer the Allottee(s) an alternative apartment or refund the amount in full with interest at 8% p.a. without any further liability to pay any damages or compensation.
17. Due to any operation of law or any statutory order or otherwise as may be decided by **"BRAINER INFRA LLP"**, if a portion of the entire scheme is discontinued or truncated, then the Allottee(s) affected by such discontinuation or truncation will have no right of compensation from **"BRAINER INFRA LLP"**. **"BRAINER INFRA LLP"** will, however, refund all the money received from the Allottee(s)

together with simple interest at the then prevailing rate applicable to savings bank account.

18. In case during the course of construction and/or after the completion of the Complex, further construction on any portion of vacant land or building or terrace becomes possible, **“BRAINER INFRA LLP”** shall have the exclusive right to take up or complete such further construction. In such a situation, the proportionate share of the Allottee(s) in the Land and/or in the Common Area or Areas and facilities shall stand varied accordingly. All the Allottee(s) shall be deemed to have given their consent to such construction by **“BRAINER INFRA LLP”**.
19. **“BRAINER INFRA LLP”** reserves the right to create charge on this Complex for obtaining development and other finance. However, on or before the execution of the Deed of Transfer, the apartment will be freed from all encumbrances.
20. If the Company fails to deliver possession of the Apartment to the Allottee(s) within the stipulated time as mentioned in Clause 11 (subject to force majeure as stated in Clause 16), then **“BRAINER INFRA LLP”** will pay to the Allottee(s) for each apartment effective from the scheduled date of possession, compensation, @ Rs.500/- per month, till the actual handing over of the apartment.

21. The Allottee(s) shall/will not be entitled to get the name of his/her their nominee(s) substituted in his/her their place without prior approval of **"BRAINER INFRA LLP"**, and the company at its sole discretion, may permit the same upon payment of a transfer fee @ 2% (two percent) of the Total Cost of the Apartment including Car Parking allotment charges . However, transfer will only be permitted after 12 months from the date of signing of allotment letter, no transfer fees shall be payable in case of transfer to the spouse of the Allottee(s).

22. The Allottee(s) opting for payment under instalment payment plan shall not be normally eligible to alienate and/or transfer their interests in the allotted apartment in full or in part until full payment of all instalments and interest thereon, if any, is made to **"BRAINER INFRA LLP"** except in deserving cases, solely at the discretion of **"BRAINER INFRA LLP"**. However, transfer/alienation would be permitted in case full payment is made by the Allotte(s).

23. Transfer fee amounting to 2% of the total price of the Apartment and consideration for grant of right to use the Parking Space are to be paid to be paid to **"BRAINER INFRA LLP"** However, Transfer of apartment after **"BRAINER INFRA LLP"** has executed the Deed of Transfer of the apartment in favour of the Allottee(s) shall not be governed by this clause.

24. It will be **"BRAINER INFRA LLP"** endeavour to execute and register the Deed of Transfer of the apartments within the Complex before handing over possession of the apartments. The Deed of Transfer will be drafted by Jayati Chowdhury & Associates the Solicitors/Advocates of **"BRAINER INFRA LLP"** and shall be in such form and contain such particulars as will be approved by **"BRAINER INFRA LLP"**. No request for any changes, whatsoever, in the transfer deed will be entertained.
25. In case, **"BRAINER INFRA LLP"** is ready and willing to execute and register the Deed of Transfer before handing over possession of the apartment and the Allottee(s) fails or neglects to get the Deed of Transfer registered within the date notified, physical possession of the apartment to the Allottee(s) may be withheld by **"BRAINER INFRA LLP"** and a penalty of Rs.2000/- per month will be recovered by **"BRAINER INFRA LLP"** from the Allottee(s) till the month in which the registration of the Deed of Transfer is completed. **"BRAINER INFRA LLP"** shall have the right to cancel the allotment in case the Allottee(s) fails to have the transfer deed registered within six months from the date notified to the Allottee(s). Upon such cancellation, the amounts received from the Allottee(s) will be refunded without any interest but after deduction of applicable charges@ 10% of the amount paid ,along with all the statutory

government taxes paid on the account of the said apartment as stated elsewhere.

26. The allottee(s) will be required to pay, on demand, to **“BRAINER INFRA LLP”** or to the Concerned Authorities as may be so decided by **“BRAINER INFRA LLP”** the applicable stamp duty & registration charges for registration of the Deed of Transfer of their respective apartments.
27. Each Allottee(s) will also be required to pay to **“BRAINER INFRA LLP”** Legal & documentation charges of Rs. 15,000. Be it noted that in case of bank loan disbursed in favour of the Allottee(s), **“BRAINER INFRA LLP”** will hand over the “No objection letter” in favour of Allottee and the Title Deeds to the respective banker on registration, and the Allottee(s) shall not raise any objection in this regard.
28. **“BRAINER INFRA LLP”** proposes to set up an Residents’ Club within the Complex. The membership scheme is open to the Allottee(s) of Complex and all Allottee(s) shall have to be a member of this Club. Members may bring in guests on payment of guest fees and charges as per club rules. In the event of sale/transfer of an apartment from the original Allottee(s) to another person, the membership of the original Allottee(s) or occupier in case of Allottee(s) being other than individual(s) will stand terminated. The new occupier may be granted

membership on the then applicable terms and as per the rules and regulations of the Club then in force.

29. The Common areas and facilities of the Complex shall be handed over to a body of the owners to be formed in accordance with the applicable Acts, Rules and Bye Laws. All the Allottee(s) are required to complete the formalities of becoming a member of such body and also to comply with the Rules and Bye-laws for their membership of the said body as instructed by **"BRAINER INFRA LLP"**. **"BRAINER INFRA LLP"** shall notify the detailed scheme to the Allottee(s) at an appropriate time so as to enable them to comply with the requirements of law. If so required by **"BRAINER INFRA LLP"** the body of the owners to be constituted by the Allottee(s) before the intended date of possession of the apartment and the Allottee(s) shall be bound to take over the common areas and facilities even before the intended date of possession of the apartments.
30. **"BRAINER INFRA LLP"** shall by itself or through its nominated agency maintain the common areas and facilities for a period of 12 (twelve) Months starting from the "Deemed Date of Possession. Upon expiry of aforesaid period, management and maintenance of common areas along with the Club shall be handed over by **"BRAINER INFRA LLP"** to the body formed by the members, as aforesaid which shall thereafter be responsible for maintenance of common areas. In the event of such body as aforesaid not having been constituted by then,

the responsibility of common area maintenance and the Club shall be handed over by **“BRAINER INFRA LLP”** to an interim body to be formed amongst the resident Allottee(s) of apartments or to a group of Allottee(s) who would takeover the possession and control of the common area, facilities and the Club on behalf of themselves and also on behalf of all other Allottee(s) of the other apartments within the Complex.

31. An interest free campus deposit as indicated in the payment schedule will be charged by **“BRAINER INFRA LLP”**. **“BRAINER INFRA LLP”** reserved the right to utilize this deposit to adjust any legally realizable dues from the Allottee(s) on account of maintenance charges or electricity charges or any other Charges/deposits relating to maintenance and/or electricity supply. The deposit after adjustment of dues, if any, will be transferred, without any interest, to the Association and/or committee after handing over the complete possession.
32. Deposit paid by **“BRAINER INFRA LLP”** to Competent Authority for providing electricity to common area and installation shall be borne and payable by the Allottee(s) in proportion of the saleable area of their respective apartments. **“BRAINER INFRA LLP”** shall be entitled to recover such deposits from the Allottee(s). The exact amount recoverable from the Allottee will be intimated to the Allottee(s) before handing over possession of the Apartments.

33. In the event of paucity or non-availability of any material/article **“BRAINER INFRA LLP”** may use alternative materials/ article of similar quality. Decision of **“BRAINER INFRA LLP”** on such changes shall be final.
34. The expression of allotment wherever used herein shall always mean provisional allotment and will remain so till such time a formal deed of transfer is executed and registered by **“BRAINER INFRA LLP”** in favour of the Allottee(s) for their respective apartments.
35. After delivery of physical possession or the deemed date of possession, whichever is earlier, of the apartment as stated hereinabove, the Allottee(s) shall be liable to pay to **“BRAINER INFRA LLP”** /any other appropriate authorities on demand all rates, taxes, levies, deposits including security deposit or assessments pertaining to the apartment wholly and for the common areas proportionately.
36. **“BRAINER INFRA LLP”** will not entertain any request for modification in the internal layouts, fittings/floorings etc. of the apartment and also in exterior facades of the building.
37. Complaints, if any, regarding fittings and fixtures etc. provided in the apartments will be required to be brought to the notice of **“BRAINER INFRA LLP”** within 15 days after taking over possession of the apartment. In case Allottee(s) fails to take physical possession within six months from the deemed date of possession, complains of

any nature will not be entertained relating to fittings, fixtures etc. and in such event, the Allottee(s) will have to take possession of the apartments on “as is where is” basis.

38. Application in the prescribed form as contained in the brochure is subject to the information and the terms and conditions stated herein and also in other parts of the brochure including all the documents/inserts, which are contained in the brochure.
39. In case of Joint Allottee(s), **“BRAINER INFRA LLP”** shall send all communication to the First Applicant only.
40. The other charges apart from the apartment cost is mentioned in Annexure 1 in details.
41. The Allottee(s) are entailed use the facilities & amenities which will be available in the project, the details list of which is mentioned in the Annexure 2.
42. The specification of the apartments are mentioned in Annexure 3.
43. **“BRAINER INFRA LLP”**, however, may at its sole discretion, add, delete, alter or relax any of the terms & Condition(s) stated herein and also information/Contents in the accompanying brochure. It also reserves the right to reject any application without assigning any reason whatsoever.

44. Kolkata Courts alone shall have jurisdictions in all matters arising out of and/or touching and/or concerning this provisional allotment.

I/We have fully read and understood the abovementioned terms and conditions and agree to abide by the same.

(Signature of Sole Allottee)

(Signature of Joint Allottee)

Place : _____

Date : _____

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