



shristinagar  
Guwahati

General Terms and Conditions for Apartments  
In the Paradise Apartments Phase I (“Project”)

Paradise  
APARTMENTS  
~ by the river ~



**SHRISTINAGAR GUWAHATI**

An Integrated Township Project

by

**Shristi Infrastructure Development Corporation Limited**

Registered Office: Plot No. X – 1, 2 & 3, Block – EP, Sector – V, Salt Lake City,  
Kolkata – 700091

**Guwahati Office :** Shristinagar, Ramshai hills, Choonsali, Noonmati, Guwahati -781020

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# SHRISTINAGAR GUWAHATI

## (Paradise Apartments Phase I GTC)

### 1. Preamble:

#### 1.1 Land Owners:

- (a) **MANAS PRODUCTS (PROTEIN) PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Ganesh Bhavan, Rajgarh Road, Guwahati – 781007, Assam, having Income Tax Permanent Account No. AABCM3992R, hereinafter referred to as “**MPPPL**”; and
- (b) **SHRISTI RIVERINE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at No.69, HariPriya Abhash, Second Floor, Lamb Road, Ambari, Guwahati – 781001, having Income Tax Permanent Account No. AAICS9323H, hereinafter referred to as “**SRL**”; and
- (c) **EDEN RIVERS CAPE PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at No. 69, HariPriya Abhash, Second Floor, Lamb Road, Ambari, Guwahati – 781001, having Income Tax Permanent Account No. AABCE4123A, hereinafter referred to as “**ERPL**”; and
- (d) **ANANNYA REALTORS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at No. 69, HariPriya Abhash, Second Floor, Lamb Road, Ambari, Guwahati – 781001, having Income Tax Permanent Account No. AAGCA0037Q, hereinafter referred to as “**ARPL**”;

All of **MPPPL**, **SRPL**, **ERPL** and **ARPL** are hereinafter collectively referred to as the “**Owners**”.

#### 1.2 Developer:

**Shristi Infrastructure Development Corporation Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at Plot No. X – 1,2 & 3, Block – EP, Sector – V, Salt Lake City, P.O - Sech Bhawan, P.S - Electronics Complex, Kolkata – 700091, having Income Tax Permanent Account No. AABCP5074F, (hereinafter referred to as the “**Developer**”).

#### 1.3 Larger Land:

All that piece and parcel of land admeasuring more or less 250 acres equivalent to 750 Bigha lying and situated in Dag No 31 of Patta No 1 Village Kharghuli Non-Cadastral (Rajabari) F.C. Grant, under Mouza - Beltola District, Kamrup now Kamrup (Metro) and Dag No 1 (Old) 1, 3 and 4 (New) of Periodic Patta No 1 of Clearance Grant under Ulubari Mouza, District Kamrup now Kamrup (Metro) in the State of Assam (hereinafter referred to as the “**Larger Land**”). The photocopies of the title deeds of the Larger Land can be verified and/or obtained by the Applicants from the offices of the Developer.

#### 1.4 Nature of Right Title and Interest:

- (a) The Owners are the owners of their respective pieces of land comprised in the Larger Land.
- (b) The Owners desired to develop in phases an integrated township over the Larger Land known as SHRISTINAGAR GUWAHATI (“**Township**”/“**SHRISTINAGAR**”) comprising of residential, commercial, institutional etc. segments and for that purpose had approached the Developer with the proposal of development of the Larger Land wherein the Owners would allow, permit and that the Developer would have all the right power and authority to develop the Larger Land at its own cost and expenses.
- (c) Pursuant to the above, by a registered Development Agreement dated 30 April 2012 (“**Development Agreement**”) executed between the Owners and Shristi Housing Development Private Limited (“**SHDPL**”) and registered at the office of the Sr. Sub-Registrar, Kamrup Metro, Guwahati, Being No. 3935 for the year 2012, the Owners granted to SHDPL the right to develop in phases a township over the Larger Land known as **SHRISTINAGAR GUWAHATI** comprising of residential, commercial, institutional etc. segments (“hereinafter referred to as the “**Township Project**”). Pursuant to the said Development Agreement, a separate registered Power of Attorney dated 30 April 2012 was also executed accordingly by the Owners in favour of SHDPL and was registered at the office of the Sr. Sub Registrar, Kamrup Metro, Guwahati, recorded in Book IV, Being No. 1678 for the year 2012. It is to be noted that SHDPL was subsequently converted from private limited company to public limited company i. e. Shristi Housing Development Limited (“**SHDL**”) and a Fresh Certificate of Incorporation was issued by Registrar of Companies at Kolkata on 29 August 2013. Thereafter, by virtue of an Order dated 16 February 2016 passed by the Hon’ble High Court at Calcutta in Company Petition No. 799 of 2015 connected with Company Application No. 683 of 2015, SHDL got amalgamated into Shristi Infrastructure Development Corporation Limited, the Developer herein, and all the development rights, along with properties,

assets, rights and powers including all the debts, liabilities, duties and obligations of SHDL on the Larger Land stood transferred to and/or vested in favour of the Developer. A Memorandum of Modification to development agreement dated 30th April, 2012 executed on 18/01/2017 between the Owners and the Developer Shristi Infrastructure Development Corporation Limited and registered at the office of Sub-Registrar, Panikhaiti, Kamrup (M), Guwahati and recorded being Deed No. 26/2017.

- (D) The Guwahati Metropolitan Development Authority (“**GMDA**”) had approved the master plan/concept plan for the development of an integrated township over the Larger Land (“**Master Plan**”) and had renewed and/or revised it from time to time. Subsequently, the Developer demarcated a portion of the Larger Land ad measuring an area of about 26743 Square Meters for the purpose of building thereon a residential project comprising multi-storeyed apartment buildings along with car parking spaces, common areas, amenities and facilities and the said apartments and buildings shall be collectively known as “Paradise Apartments”. Now out of the above said 26743 Square Meters the Developer have demarcated a portion of Land ad measuring an area of about 15145.32 Square Meters (hereinafter referred to as the “**Said Land**”) for the purpose of building thereon a residential project comprising 8 numbers of multi-storeyed buildings comprised of numerous Apartments along with car parking spaces, common areas, amenities and facilities and the said apartments and buildings shall be collectively known as “**Paradise Apartments Phase I**” (hereinafter referred to as the “**Project**”). The Paradise Apartment Phase I for all purposes, including for the purposes of compliance with the provisions of Applicable Laws, shall be construed as a separate and independent project.
- (F) The Developer had got the layout plan and the building plans of the Project sanctioned by the authorities concerned (“**Apartment Plans**”). The copies of the Plans and NOC are available at the office of the Developer at site office. The Developer agrees and undertakes that it shall not make any changes to the said Sanction Plans to the extent it relates to the Project except in compliance with Applicable Laws;

**1.5 Paradise Apartments Phase I GTC:** The Developer has drawn up these general terms and conditions (the "**Paradis Apartments Phase I GTC**") to provide for (i) the terms and conditions of provisional allotment and transfer of the Apartments to the “Acquirers/Allottees” of the Apartments and (ii) the manner of use and enjoyment by the Allottee of their respective Apartments, the Buildings.

**1.6 Applicability of Paradise Apartments Phase I GTC:** The application, allotment and the transfer of the Apartment will be in accordance with this Paradise Apartments Phase I GTC together with the Agreement to Sale (“**ATS**”) to be executed in terms of this Paradise Apartments Phase I GTC.

**1.7 Approvals:** All plans and approvals with respect to the Project are available at the site office. The Applicants can inspect the same with prior approval. All such plans and approvals shall also be uploaded in the website of the RERA Authority.

## **2. Allotment Process**

### **2.1 Application Kit:**

The Developer will provide to the intending Allottee (the "**Applicants**") a kit (“**Application Kit**”) containing:

- (i) Printed application form (the "**Application Form**");
- (ii) Schedule of payment of the Sale Price (“**Payment Schedule**”). Besides the Sale Price, the Applicants will be required to pay certain other amounts as mentioned in the Payment Schedule and in **Schedule A** herein (“**Extras & Deposits**”);
- (iii) The Paradise Apartments Phase I GTC;
- (iv) The layout plan of the Paradise Apartments Phase I; and

The Application Kit for all purposes shall form part of this Paradise Apartments Phase I GTC.

The Application Kit will, inter alia, indicate:

#### **2.1.1 Sale Price:**

- (a) The Sale Price for the Apartment, is comprised of price of the Apartment, parking space (if applied for and allotted), Preferred Location Charges (if applicable), pro-rata share in the Common Areas, Goods and Service Tax and other taxes paid and/or payable by the Developer as prescribed in the Rules.
- (b) The Applicant shall make the payment of the Sale Price as per the payment plan set out in the Payment Schedule. The Developer may from time to time raise demand as per Payment Schedule for payment of instalments by issuing notices to the Applicant and the Applicant shall make the payments promptly within the time stipulated in such notices.

- (c) Besides the Sale Price, the Applicant shall be required to pay certain other amounts as mentioned in the Payment Schedule and in **Schedule A herein (“Extras and Deposits”)** at such times as prescribed in the Payment Schedule or as may be demanded by the Developer from time to time.
- (d) The Sale Price is escalation-free, save and except increases which the Applicant hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges or taxes which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Applicant for increase in development charges, costs, charges or taxes imposed by the competent authorities, the Developer shall enclose the relevant notification or order or rule or regulation to that effect along with the demand letter being issued to the Applicant, which shall only be applicable on subsequent payments.

### **2.1.2 Apartment Area:**

The Apartment Area will mean carpet area of the Apartment, exclusive balcony and/or exclusive terrace (if any) and undivided and proportionate shares in the Building Common Portions. The Price and other charges which are related to the area of an Apartment will be based on the Apartment Area and the undivided and proportionate interests in the building Complex Common Portions and SHRISTINAGAR Common Areas.

### **2.2 Who can apply:**

- 2.2.1** An individual, i.e. a person having reached the age of majority or a minor through legal or natural guardian, whether an Indian citizen or Non-Resident Indian Citizen or a Foreign Citizen of Indian origin, residing in India or abroad (in case of minor, age proof and name of natural guardian is required).
- 2.2.2** Joint application of maximum two persons is permitted.
- 2.2.3** Other Entities, i.e. a Body Corporate incorporated in India or Partnership firm or Hindu Undivided Family (HUF) or any other Association of Persons (AOP) recognized as a legal entity under any law in India (copy of Certificate of Incorporation or copy of Registration Certificate required).
- 2.2.4** Non-Resident Indians/Foreign Citizens of Indian origin are also eligible to apply. However, they shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act 1999 (FEMA) and The Foreign Exchange Management (Acquisition and Transfer of Immovable Property in India) Regulations, 2000, and/or all other necessary provisions as laid down and notified by the Government or concerned Statutory Authorities from time to time, including those pertaining to remittance of payment(s) for acquisitions of immovable property in India. The Applicant / Allottee shall also furnish the required declaration to the Developer on the prescribed format, if necessary. All refunds to Non-Resident Indians (NRI) and foreign citizens of Indian Origin, shall, however, be made in Indian Rupees directly to NRE Account.
- 2.2.5** The Developer, however, at its sole discretion and as may be permissible under the law, can relax any of the conditions as mentioned herein above without assigning any reason.

### **2.3 How to apply:**

- 2.3.1** The Applicants will be required to duly fill in the Application Forms setting forth, inter-alia, the desired Apartment and Parking space, and submit it to the Developer along with Rs. 1 lac being part of the application money (“Application Money/Earnest Money” shall mean 10 % of the Total Price of the Apartment and Parking Space) prescribed in the payment plan or any part thereof and the documents as prescribed below. In case an Applicant is not allotted any Apartment, the Company shall refund the Application Money without any interest by returning the cheque to such an Applicant by registered post within 45 (forty five) days from the date of Application of such Applicant.
- 2.3.2** The application duly filled in, along with the Application Money and documents, will have to be deposited at the site office or head office.
- 2.3.3** Indian Resident applicants should attach a copy of their PAN Card, Voter ID and/Adhara Card. Non-Resident Indian / Foreign Citizens of Indian Origin should attach a copy of the document showing their NRI/PIO status with the filled application form.
- 2.3.4** Where application is made by a power of attorney holder, a copy of the power of attorney duly notarised by a public notary along with the names and specimen signatures of all authorised signatories must be lodged along with the submission of the completed Application Form. Further, modifications/additions in the power of attorney or authority should be delivered to the Developer.
- 2.3.5** The Allottee will be required to nominate one or more persons in whose favour the Developer will ultimately transfer the Apartment in the event of untimely death of the Allottee prior to such transfer subject to the fulfillment of all the terms and conditions of the Paradise Apartments Phase I GTC by the nominee(s) of the Allottee.

2.4 Instructions for filling up Application Form;

2.4.1 Applications to be made in prescribed form issued specifically to the Applicant only;

2.4.2 The Application Form to be completed in block letters in English;

2.4.3 Applications should be in single or joint names and should be applied by Karta in case of HUF;

2.4.4 Thumb impressions and signatures other than in English/Hindi or any other languages specified in the 8th Schedule of the Constitution needs to be attested by a Magistrate or Notary Public or a Special Executive Magistrate under his/her seal;

2.4.5 The Paradise Apartments Phase I GTC accompanying the Application Form must be signed by the Applicant(s) at the places indicated; and

2.4.6 All Application Forms duly completed along with the duly signed Paradise Apartments Phase I GTC must be delivered to the Offices of the Developer or its authorised agents within 15 (Fifteen) days from the date of receiving the Application Form. Failing which fresh Application shall have to be made at the then prevailing Price.

## 2.5 Rejection of Application:

The Developer reserves its full, unqualified and absolute right to accept or reject any application without assigning any reason thereof. Application may additionally be rejected on one or more technical grounds, including but not restricted to:

2.5.1 Application made by a person who cannot apply;

2.5.2 Applications not duly signed by the sole/joint Applicants; and

2.5.3 Applications deficient or incomplete in any respect or not accompanied by prescribed documents. During the scrutiny of the Application Forms, in case any deficiency is found, and/or not having accompanied by requisite remittance and/or relevant documentary evidence or the information is found to be incorrect, the same shall be intimated to the Applicant. In such cases, in the sole discretion of the Developer, the application may be treated as rejected or the Applicant may be given an opportunity to remove the defects in the Application Form within 15 (fifteen) days from the date of intimation, failing which the application shall be considered as cancelled.

## 2.6 Withdrawal of Application:

An Applicant may withdraw his Application any time before the Developer issues the Allotment Letter to such Applicant. In such case the Developer shall refund the Application Money without any interest by returning the cheque to such an Applicant by registered post within 45 (forty five) days from the date of receipt of intimation in writing for withdrawal of Application by such Applicant.

## 2.7 Allotment:

2.7.1 The Developer will inform in writing ("Allotment Letter") to such of the Applicants (the "Allotment") to whom the Developer decides to provisionally allot an Apartment (the "Allotment") containing, inter-alia, the details of the Apartment and Parking Space (if applied for) allotted (the "Allotted Apartment"). The Apartment and Parking Space shall stand Allotted to an Applicant only upon fulfillment of the conditions mentioned in sub-clause 2.7.3

2.7.2 The Applicant(s) would be given Allotment Letter of Apartment and Parking Space within 15 (fifteen) days from the date the Applicant submits the duly filled in Application Form complete in all respect along with prescribed documents.

2.7.3 The Allottees shall be required simultaneously to:

(i) sign the ATS within the time specified in the Allotment Letter which will be registered;

(ii) pay the requisite legal expenses including stamp duty and registration charges as applicable for execution and registration of ATS. An Applicant who fails to adhere to the above timeline in fulfilling all the conditions mentioned above shall be deemed to be a defaulter and the Developer shall issue a notice to such Applicant asking to comply with the conditions within 15 (fifteen) days from the date of notice, failing which the Application and the Allotment Letter shall stand automatically cancelled/withdrawn and the application money paid by the applicant shall be forfeited. In case the applicant wants to purchase an Apartment after such cancellation/withdrawal the Applicant concerned shall have to make fresh Application for an Apartment(if then available) at the price then prevailing.

## **2.8 Cancellation of Allotment by Allottees where the Developer is not in default:**

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the RERA. Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Developer, the Developer here in is entitled forfeit an amount equal to the (i) the Application Money; (ii) all interest liabilities of the Allottee accrued till date of cancellation; (ii) the stipulated charges on account of disho appropriate auf such cancellation/with drawal.

## **2.9 Transfer of Allotment:**

After the Allotment, the Allottee(s) may transfer his right of Allotment, subject to the following conditions:-

- 2.9.1 No transfer of Allotment can be made within 12 (twelve) months from the date of the ATS;
- 2.9.2 The profile of the intended transferee is vetted and accepted by the Developer;
- 2.9.3 The transferor/transferee has to pay to the Developer, a transfer fee equal to 5% (five percent) of the Total Price of the Apartment and Parking Space at least 5 (Five) days before such transfer takes place.
- 2.9.4 The Allottee has paid all amounts due under the Allotment upto the date of transfer.
- 2.9.5 The transfer documents shall have been vetted and approved by the Developer and documents prescribed by the Developer have been executed by transferor and transferee.
- 2.9.6 Such transfer shall further be subject to all the terms and conditions of the ATS, Paradise Apartments Phase I GTC and the Allotment Letter, and the transferee of the Allotment agreeing to abide by and complying with all of these.

For the purpose of the above clause, transfer of allotment within the same family shall not be treated as transfer of allotment. "Family" shall mean the Allottee himself together with the spouse, dependant parents and dependent children of such Allottee.

After the Apartments have been transferred to their respective Acquirers, the Apartment Acquirers shall have the absolute right to transfer their right, title and interest in their respective Apartments subject to the transferees agreeing to be bound by all the terms, conditions and covenants contained in the ATS, Paradise Apartment Phase I GTC and the Transfer Deed that will be binding on all the SHRISTINAGAR Acquirers save that no Apartment Acquirer shall, if it has any Parking Space, transfer the same singly to any other person unless such person is also acquiring the Apartment of the concerned Apartment Acquirer or such person already owns an Apartment in SHRISTINAGAR.

## **3. Car Parks, Electricity & Water etc:**

### **3.1 Car Parks**

- 3.1.1. A limited number of Parking Spaces (including open, stilt, basement) are proposed to be provided within the Building and adjoining areas on the said Land and the Applicants will be required to indicate their requirement of Two wheeler and Car Parking space in the Application Form.
- 3.1.2 Allotment of parking spaces will be done on "First Come First Serve" basis. Car / Two wheeler parking option has to be exercised by the applicant at the time of application. In case of non exercise of this option at the time of application Developer will not be responsible for the availability of parking space to the applicant.
- 3.1.3 Each allotted Parking Space will entitle the Allottee the right to park only one, two wheeler or medium sized car, as the case may be. The allottees will only be allowed to park their vehicle at a designated place only.
- 3.1.4 In case of transfer of apartment, the right to use the parking space shall be automatically transferred along with the apartment. The right to use the parking space under no circumstances is separately transferable.
- 3.1.5 This right to use parking space does not confer any right of ownership of the space on which such parking facility is provided. Un-allotted parking space, if any, shall continue to remain the property and in possession of Developer.

### **3.2 Electricity**

The Allottees will be required to apply to the Assam State Electricity Distribution Company Limited or its nominees or any other electricity provider for provision of individual meters to the Apartment. The Allottees will be required to pay electricity security deposit for individual meters allotted to it and other monthly consumption charges as may be applicable.

### **3.3 Water:**

- 3.3.1 Water supply to the residents of the Project will be made available from available source as may be permitted by the authorities concerned. Installation of on-line pumps to boost water supply is not permitted.
- 3.3.2 Each Apartment shall be given one water supply connection. The Allottees shall reimburse the installation cost thereof to the Developer, when demanded by the Developer and the usage charges will be applicable on actual consumption basis.

#### **3.4 Diesel generator (DG) back up**

The Allottees will be provided adequate power back for running essential electrical utilities and will be charged extra both for installation and consumption of power as intimated by the Developer.

The actual running cost and maintenance charges of DG will be separately charged from the Allottee/Apartment owner on the basis of proportionate backup power subscribed by him.

#### **4. Payment Plans:**

The Sale Price, Preferred Location Charges (if any), applicable taxes and the Extras & Deposits, (collectively the "Total Payable Amount") is to be paid by the Allottees to the Developer under down payment plan or installment payment plan in accordance with the schedule of payment provided in the Payment Schedule provided along with the Application Kit. The Applicants are required to indicate their preference of payment plan in the Application Form. Change of preferred payment plan shall be allowed by the Developer at its sole discretion and with or without conditions as it may deem fit.

#### **5. Payment of Total Payable Amount:**

- 5.1 The Total Payable Amount shall be paid to the Developer strictly in accordance with the Payment Schedule. The Payment Schedule is based on tentative measurements of the Apartment. Prior to granting possession of Apartment, accurate measurements of the Apartment will be taken and final amount payable by the Allottee will be determined in accordance with the rates set out in the Application Form of that Allottee. The Possession Notice will specify a date when the Allottee will be required to be present in person or through an authorised representative for such measurement. In the event that the Allottee is not present on such date, the measurements taken by the Developers shall be final and binding on the Allottee.
- 5.2 The Developer shall issue demand letters by e-mail/post/courier calling upon the Allottees (the "Payment Notice") to pay such amount (the "Payment") within 15 (fifteen) days of the Payment Notice (the "Notice Period") and the Allottees shall make the Payment within the Notice Period. Along with each Payment Notice, the Developer shall provide to the Allottee a certificate about the actual progress of the building and completion of the construction stage for which Payment Notice has been issued by the Developer. All construction linked installment payments shall be subject to the Developer abiding by the construction milestones.
- 5.3 Dishonour of payment instruments: In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Developer may at its sole discretion be entitled to exercise any recourse available herein. Further, the Developer shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the rate of interest prescribed under RERA from time to time ("**Applicable Interest Rate**") from the due date till the date of receipt by the Developer of all the amounts including the dishonour charges as per actual (for each dishonour). In the event the said Demand Draft is not tendered within 15 (seven) days then the Developer shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Developer may consider the same at its sole discretion. In the event of dishonour of any cheque, the Developer has no obligation to return the original dishonoured cheque.
- 5.4 Delayed payments and interest: Any delay or default on the part of the Allottee to pay the amounts payable by him to the Developer on the due dates as stipulated, shall be construed as a breach committed by the Allottee and in event of such breach, save any other rights the Developer may have in law or contract or otherwise, the Developer shall be entitled to charge interest (calculated at the rate of State Bank of India's Marginal Cost of Lending Rate plus two percent per annum or at such rate as may be prescribed or revised under RERA) for the period of delay up to the date of payment.
- 5.4 Time of Essence: Time to make all Payment in accordance with the Payment Schedule/Payment Notices shall be of essence.
- 5.5 Taxes: All the applicable taxes shall be payable by the Allottees as and when demanded by the Developer and such taxes will not be refunded to the Allottees in any event including cancellation of Allotment by the Allottee or the Developer.
- 5.6 Tax Deducted At Source (TDS): If applicable, while making each Payment, the Allottee shall deduct TDS under the Income Tax Act, 1961 (or any amendment thereof) on the installment amount being paid. Where the Allottee pays the Developer after deducting the TDS but fails to deposit TDS amount with the Central Government the Allottee shall be deemed to be Defaulter Allottee of this Paradise Apartment Phase I GTC.

- 5.7 Preferred Location Charges: In case an Allottee does not get Apartment with preferential location, the Preferred Location Charges shall be returned prior to execution of the ATS to the Allottee by the Developer-with interest calculated at the rate prescribed under RERA from the date of the payment of such amount to the Developer till the date such amount is returned to the Allottee. Alternatively, the Developers shall have the right to adjust such refund along with applicable interest with any outstanding amount payable or with the balance Total Payable Amount.

**6. Completion of Construction**

The Developer will complete construction of the Building concerned within 36 (Thirty Six) months from the date of execution and registration of the Agreement for Sale, save delay due to Force Majeure Events (please see clause 13.1) or due to failure by the Allottee to timely pay any payables under this Apartment GTC or any failure on the part of the Allottees to abide by any of the terms and conditions of the Agreement for Sale, Allotment Letter and this Apartment GTC.

**7. Default by Allottee:**

Without prejudice to the rights of the Developer to charge interest in terms of this Paradise Apartment Phase I GTC and/or ATS, upon the Allottee committing (i) default in payment of any outstanding amount, due and payable by the Allottee to the Developer under this Paradise Apartment Phase I GTC and/or ATS (including his proportionate share of taxes levied by concerned local authority and other outgoings) and such default continues for a period of 60 (sixty) days from the due date of such payment; and/or (ii) breach of any of the other terms of the Paradise Apartment Phase I GTC and/or ATS, the Developer shall issue a notice of such default to the Allottee and the Allottee shall be provided with a period of fifteen (15) days from the date of such notice to cure the said default or breach. In the event that the Allottee fails to cure such default or breach, within fifteen (15) days from the date of notice (or such default or breach is not capable of being rectified), the Developer shall have the option to cancel and terminate this Allotment and/or ATS by sending a cancellation letter by Registered Post at the address provided by the Allottee(s) and/or e-mail at the e-mail address provided by the Allottee, intimating him of the specific breach or default of terms and conditions in respect of which the Developer is cancelling and terminating the allotment and/or ATS. On such cancellation, the allotment and ATS shall stand immediately cancelled and the Allottee shall have no right whatsoever with respect to the Apartment. Upon cancellation of the allotment and termination of the Allotment/ATS, the Developer shall, within 45 (forty-five) days from such termination, refund by way of cheque all amounts paid by the Allottee till the date of cancellation less the Cancellation Charges without interest, being the liquidated damages payable to the Developer.

**8. Joint Allottees:**

If there are joint Allottees for one Apartment (the "Joint Allottees"), then all of them will be jointly and/or severally liable for payment of the Total Payable Amount and due compliance and performance of the terms and conditions of this Paradise Apartment Phase IGTC as also of the Allotment Letter. Service of notice on any of the Joint Allottees shall be deemed to be a properly served notice on all the Joint Allottees. In case of joint Allottees, any document signed/accepted/acknowledged by any one Allottee shall be binding upon the other Allottees. In the event any of the Joint Allottees fails and/or neglects, for any reason whatsoever including, but not restricted to, death or non-traceability, to make timely payments of the Total Payable Amount and the other or others of them is/are ready and willing to make such payment, the Developer shall be at liberty to accept such other or others amongst the Joint Allottees to be the sole Allottee or the fresh Joint Allottees, as the case may be, and complete the transfer of the Apartment in favour of such of sole Allottees or fresh Joint Allottees, as the case may be.

**9. Transfer of the Apartment:**

The Developer will transfer to the Allottee by a registered deed (the "Transfer Deed") the following:

- 9.1 The Apartment and Parking space (if applied for); or
- 9.2 The undivided proportionate and impartible share in the land beneath the Building in which the Apartment is located; and
- 9.3 The undivided proportionate and impartible share of the Building Common Portions in which the Apartment will be situated to be used and enjoyed in common with the occupiers of other Apartments of that Building and which proportion shall be the proportion the Apartment Area will bear to the aggregate area of all the Apartments in that Building;
- 9.4 The undivided proportionate and impartible share of the Project Common Portions to be used and enjoyed in common with the Apartment Acquirers of other Buildings.
- 9.5 The Allottee shall have right to use the Township Level Common Infrastructure or Common portions. Since the share/interest of Allottee in the Common Areas within Project is undivided and cannot be divided or separated, the Allottee shall use the Common Areas within Project along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas as stated in clause 9.3 and 9.4 herein above along with right to use the



Township level Common Infrastructure (Township Level Common Infrastructure includes common roads, pathways, passages, sewerage lines, electric network, telephone network, water distribution system, water reservoir, fire fighting system, Sub-Station, generators, open spaces, land scaping, etc within the SHRISTINAGAR Township may be used for by the Allottees of one or more phases for enjoyment of the respective units) or Common portions, shall always be subject to the timely payment of Township Level Maintenance Charges and other charges as applicable. The Developer shall convey undivided proportionate title in the Common Areas within the Project to the Association of the Allottees as provided under RERA.

**10. Registration of ATS and Conveyance Deed:**

- 10.1 The Allottees shall be required to execute the ATS within period as stated in the Allotment Letter. The ATS shall be registered and for that purpose the Allottee shall pay (within time stipulated in the Allotment Letter) such stamp duty and registration fees as shall be provided in the Allotment Letter.
- 10.2 The Developer, on receipt of complete amount of the Sale Price and other charges and deposits specified in this Paradise Apartment Phase I GTC and/or ATS and in particular the charges specified in Clause 10.3 below, shall execute a Deed of conveyance (“**Deed of Conveyance**”) and convey the title of the Apartment within 3 (three) months from the issuance of the completion certificate. The Developer shall transfer the right title interest in the Common Areas within the Project to the Association and all the charges for transfer and/or registration of Common Areas within the Project in favour of Association shall be borne by the allottee’s proportionately.
- 10.3 The Allottee shall be required to pay the entire stamp duty, registration fee, any penalty imposed by the registrar (if any), legal fees including documentation charges(@ 1% of the Sale Price, other taxes and incidental charges for registering the Conveyance Deed as also other levies and/or charges as may be levied by any Government and/or other authority from time to time and as applicable at the time of registration, in addition to all deposits/payments to be made by the Allottee. Such amount shall be deposited by the Allottee within 15 (fifteen) days from the date of issuance of notice by the Developer calling for such payment to effect registration of Conveyance Deed. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Developer to withhold registration of the Conveyance Deed in his/her/its favour till full and final payment of all dues and stamp duty and registration charges to the Developer is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 or amendment thereof including any actions taken or deficiencies/penalties imposed by the competent authority.
- 10.4 The ATS and the Conveyance Deed of the Apartment shall be drafted by the Solicitors/Advocates of the Developer and shall be in such form and contain such particulars as may be approved by the Developer. No request for any changes whatsoever in the Conveyance Deed will be entertained by the Developer unless such changes are required to cure any gross mistake or typographical or arithmetical error.

**11. Rights and Exceptions: The Transfer shall be together with but subject to:**

**11.1 Mutual Easements:**

The mutual easements necessary for common user and enjoyment of the respective Towers, Tower Complex and the SHRISTINAGAR Common Portions by all the Allottees.

**11.2 Rights of the Developer:**

The rights reserved by the Developer shall be and are deemed to be to:

- 11.2.1 Make variations, additions and/or alterations in the SHRISTINAGAR Plan and/or SHRISTINAGAR Common Portions in accordance with applicable laws.
- 11.2.2 Construct either self or through any sub- developer as many Towers and/or buildings within SHRISTINAGAR as may be permitted under the applicable laws.
- 11.2.3 Transfer and/or alienate such further developed portions.
- 11.2.4 Have the right of passage through all the common/open areas, driveways and passages of SHRISTINAGAR as also the right of usage of Project Land Common Portions and SHRISTINAGAR Common Portions as well as all its connections including, without limitation, the drainage, sewerage, water lines, electric and telecommunication cabling to the Adjacent Land, fire security equipments without any hindrance or obstruction from any of the SHRISTINAGAR Acquirers provided that any township level maintenance costs therefore shall be contributed proportionately by the Allottees. In addition to the Developer, other acquirers of SHRISTINAGAR shall have right of usage the Township level infrastructures, common portions of the project as may be required to enjoy their respective occupancy in other phases of SHRISTINAGAR.

- 11.2.5 Use and move over all the common/open areas, driveways, passages and infrastructures of the SHRISTINAGAR along with men, materials, vehicles, servants, agents and licensees even after completion and registration of the Transfer Deeds.
- 11.2.6 Form a facility management company (the "FMC") to take over and discharge the obligations and liabilities of the Developer and to manage and operate the Common Portions and facilities of the Project and also Township Level Infrastructures, Common Portions including the Common Facilities in any reasonable manner as trustees for all the SHRISTINAGAR Acquirers, for their common advantage in a manner the FMC may deem fit, till formation of the Township Level Association.
- 11.2.7 Install or have set up hoardings, communication towers, VSAT, dish or other antennas for mobile phones or any other communication or satellite system anywhere within the open areas of SHRISTINAGAR or on the roof of any of the Towers as also to grant or assign such rights to third parties without requiring any recourse to any of the SHRISTINAGAR Acquirers.

## **12. Club**

Developer will set up Club Odyssey, a Recreational Club within the SHRISTINAGAR township. The intended facilities of the club, as outlined in the brochure are tentative and may vary at the sole discretion of Developer. The club shall be managed by Developer either by itself or through an agency / body which will be responsible for upkeep, operation and running of the club.

It is mandatory for the allottees to take the membership of the club. The Allottee will have the privilege of becoming member of such club against payment of non refundable membership fees plus GST to be as stated in the payment Plan subject to fulfillment of requisite criterion and subject to the terms and conditions stipulated thereof by the Developer or its nominated agency. The club may also be used by persons who are not SHRISTINAGAR Acquirers after fulfilling such terms and conditions of membership as maybe stipulated from time to time and SHRISTINAGAR Acquirers shall have no objection to the same. The allottees at no time shall be entitled to claim any refund of the admission fees on any grounds, whatsoever.

The membership will entitle and usage of the Club to the member, his/her spouse and up to two dependent children below the age of 18 years.

The annual subscription for maintenance and management of the Club, as mentioned in the payment plan, shall be payable to Developer or its nominee in advance for operation of the Club.

It would be pertinent to mention that some of the facilities at the Club shall be available free of cost while others will be on "pay and use" basis. Detailed terms and conditions of membership, different charges and rules and regulations governing the usage of the Club will be formulated in due course and circulated to all the members. All the members will have to abide by such rules and regulations.

In case the apartment is transferred, the membership will automatically stand transferred to the transferee of the apartment and the transferor will cease to be member of the Club.

## **13. Possession of Apartment:**

### **13.1 Schedule for possession of the said Apartment**

The Developer agrees and understands that timely delivery of possession of the Apartment is the essence of the Allotment. The Developer, based on the approved plans and specifications, assures to hand over possession of the Apartment within 36 months from the date of registration of Agreement to Sale unless there is delay or failure due to (i) war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature ("Force Majeure") affecting the regular development of the Project; or (ii) any reasonable circumstances as may be approved by the authority concerned under RERA ("Reasonable Circumstances"). If, however, the completion of the Project is delayed due to the Force Majeure conditions and/or due to Reasonable Circumstances then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions and/or the Reasonable Circumstances are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to Force Majeure conditions and/or the Reasonable Circumstances, then this allotment shall stand terminated and the Developer shall refund without interest to the Allottee the entire amount received by the Developer from the allotment within 45 (forty-five) days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she/it shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Paradise Apartment Phase I GTC and/or ATS.

### **13.2 Procedure for taking possession**

The Developer, shall within 30 days from obtaining the completion certificate for the said Apartment from the competent authority shall offer in writing the possession of the Apartment to the Allottee in terms of this ATS to be taken within 2(two) months from

the date of issue of such notice and the Developer shall give possession of the Apartment to the Allottee. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The allottee agrees to pay the Township Level Maintenance Charges as determined by the Developer/Association, as the case may be.

### **13.3 Failure of Allottee to take Possession of Apartment**

Upon receiving a written intimation from the Developer as per clause 13.2, the Allottee shall take possession of the Apartment and Parking Space from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Paradise Apartment Phase I GTC and/or ATS, and the Developer shall give possession of the Apartment and Parking Space to the Allottee. In case the Allottee fails to take possession within the time provided in clause 13.2, such Allottee shall continue to be liable to pay Township Level Maintenance Charges at the rate as stated in schedule A Part II hereunder or at such rate as may be revised from time to time and shall become liable to pay to the Company 0.5% (zero decimal five percent) of the Price for each month of delay in taking possession as holding charges ("Holding Charges").

### **13.4 Possession by the Allottee**

After obtaining the completion certificate, handing over physical possession and registration of Deed of Conveyance of the Apartment to the Allottees, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the Association or the competent authority, as the case may be, as per the Applicable Laws.

### **13.5 Mode of giving possession**

The Developer shall serve upon the Allottee a notice in writing ("Possession Notice") to take over possession of the Apartment within 60 days ("Possession Period") from the date of the notice. It will not be necessary for the Developer to complete the larger and/or the particular common areas and installations before giving such notice but shall be liable to complete the same within a reasonable time thereafter. Upon the Allottee complying with all provisions, formalities, documentation, etc. as may be prescribed by the Developer in this regard and provided the Allottee is not in default of any of the terms and conditions of this Paradise Apartment Phase I GTC and/or ATS, the Developers shall give possession of the Apartment to the Allottee on a date ("Possession Date") mutually agreed but within the Possession Period. It is understood that the Possession Date shall not be a date later than the date specified in Clause 13.1 above.

### **13.6 Permissive Possession:**

At its sole discretion, at the request of the Allottee, the Developer may allow any Allottee access to the Apartment prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottee provided that such access will be availed in accordance with such instructions of the Developer and that the right of such access may be withdrawn by the Developer at any time without assigning any reasons therefore.

### **13.7 Deemed Possession**

It is understood by the Allottee that even if the Allottee fails to take possession of the Apartment within the Possession Period, the Allottee shall be deemed to have taken possession on the 61 st day from the date of Possession Notice which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Apartment, will be deemed to be the Possession Date.

## **14. Responsibilities**

On and from the Possession Date:

- 14.1 The Apartment shall be at the sole risk and cost of the Allottee and the Developer shall have no liability or concern thereof;
- 14.2 The Allottee shall become liable to pay the Township Level Maintenance Charges in respect of the Apartment and the Common Areas of the Project on and from the Possession Date;
- 14.3 All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas of the Project shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the Apartment shall be borne solely and conclusively by the Allottee, with effect from the Possession Date.
- 14.4 All other expenses necessary and incidental to the management and maintenance of the Project.

The Developer agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has

collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, Township Level maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Developer fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Developer agrees to be liable, even after the transfer of the Apartment, to pay such outgoings and penal charges, if any, to the authority concerned or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.

**15. Default of the Developer:**

15.1 Subject to the Force Majeure events and Reasonable Circumstances, the Developer shall be considered under a condition of default, in the following events:

- (i) Developer fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified.
- (ii) Discontinuance of the Developer's business as a Developer on account of suspension or revocation of his registration under the provisions of the RERA or the rules or regulations made thereunder.

15.2 In case of Default by Developer under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Allotment and/or ATS in which case the Developers shall be liable to refund the entire money paid by the Allottee towards the purchase of the Apartment, along with interest at the rate specified in the RERA within 45 (forty-five) days of receiving the termination notice:

Provided that where the Allottee does not intend to withdraw from the Project or terminate the Allotment and/or ATS, he shall be paid, by the Developer, interest at the rate specified in the RERA, for every month of delay till the handing over of the possession of the Apartment.

**16. Encumbrances:**

**16.1 Raising of finance by Developer**

The Developer shall have the right to raise finance and/or loan from any financial institution and/or bank and for that purpose create mortgage, charge on the Land and/or securitization of the receivables, however such mortgage shall not affect the rights and interest of the Allottee.

**16.2 Raising of finance by Allottee**

The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the Apartment pursuant to Allotment and/or ATS shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee shall remain bound by this Paradise Apartments Phase I GTC and/or ATS whether or not he/she/it has been able to obtain financing for the purchase of the Apartment.

**17. MAINTENANCE OF THE TOWNSHIP LEVEL INFRASTRUCTURE AND COMMON AREAS**

**17.1 Maintenance Company**

Upon completion of the Project and obtaining the Completion Certificate the Developer will hand over the management for maintenance of the Common Areas of the Paradise Apartments Phase I to the Association of allottees for which the Allottee may be required to execute an agreement ("Maintenance Agreement") with the Township Level Association ("Association") or a Maintenance Company appointed to maintain the Township Level Infrastructure.

**17.2 Association**

The Allottee shall become a member of the Association. The Allottee shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Apartment or common areas and facilities in the Project and Township Level infrastructure and facilities in SHRISTINAGAR. The Allottee further agrees that for the purposes of maintenance of the common areas of the Project as also the Township as a whole, the Developer may create an apex body which shall have such rights and obligations as may be necessary for the proper up keep and maintenance of the common areas of the

Project and the Township.

### 17.3 **Maintenance Charges**

For the enjoyment and maintenance of the Project and Township Level infrastructures, common areas and facilities, the Allottee shall be liable to remit per month the proportionate maintenance charges ("**Township Level Maintenance Charges**") of such infrastructure, area and facilities as may be fixed by the Developer and upon completion by the Association and all revisions thereafter, from time to time. The Township Level Maintenance Charges shall become payable from the Possession Date. In case the Allottee fails to pay:

17.3.1 The Allottee shall not be entitled to avail any maintenance services;

17.3.2 Interest as provided in the RERA per annum will become payable by the Allottee;

17.3.3 The Developer/Association shall adjust the unpaid amount from the IFSD. If due to such adjustment the IFSD falls below the limit as stated in clause no. 17.5 , then the Allottee shall make good the resultant shortfall within 15 (fifteen) days from the date of demand by the Developer/ Maintenance Company/ Association.

### 17.4 **Advance Township Level Maintenance Charges**

An interest free advance deposit calculated at the rate stated in Schedule A Part II ("**Township Level Maintenance Charges**") for the Apartment shall be paid by the Allottee to the Developer on or before taking over possession of the Apartment. The Township Level Maintenance Charges as detailed in Schedule A Part II hereunder shall be used by the Developer/Association for repair of Common Areas, facilities and equipment provided in the Township. Notwithstanding the above, the Developer reserves the right to utilize this deposit to adjust any realizable dues from the Allottee.

### 17.5 **Interest Free Security Deposit**

The Allottee shall pay, over and above the monthly running Maintenance Charges, an amount as stated in Schedule A Part II hereunder towards the Interest Free Security Deposit ("IFSD") to the Developer calculated at the rate stated in Schedule A Part II hereunder. The said IFSD shall be kept with the Developer in order to secure adequate provision of the maintenance services and due performance of the Allottee in promptly paying the maintenance bills and other charges as raised by the Developer/Association. If the said IFSD remains unutilised than the same shall be transferred to the Association by the Developer.

## 18. **Rates and Taxes:**

All rates, taxes and impositions on the Apartment and for SHRISTINAGAR as from the Possession Date until the same are separately assessed shall be borne and paid in proportionate shares by the Allottees (the "Tax Share") on a monthly or such periodical basis and according to such estimates as be decided by the Developer and the FMC / Association after its formation.

## 19. **Handing over to the FMC:**

The Developer shall hand over the Maintenance, management and control of the Common areas of the Project and Township Level Infrastructure and Common Portions to the FMC after its formation who shall thereafter hold the same in trust for the Project/SHRISTINAGAR Acquirers till formation of the Association.

## 20. **Deposits:**

The Developer shall be entitled to adjust all outstanding, if any, receivable from any Allottees are against the Deposit of such Allottee.

## 21. **Covenants of the Apartment Allottes:**

The covenants of all the Allottee with the Developer and through the Developer with all the other SHRISTINAGAR Acquirers shall be and are deemed to be that they shall:

### 21.1 **Common Rules:**

Not ever violate any of the Common Rules as mentioned in Schedule - C herein.

### 21.2 **Partition:**

Not to partition the Apartment.

**21.3 Restriction on Construction:**

Not make any construction in the Apartment, permanent or temporary, that may structurally endanger the Building in which the Apartment is situated or which may inconvenience the other occupiers of the Building.

**21.4 Verandas:**

Not ever cover the open verandas with grills or otherwise and shall at all material times keep them in the same manner as they will be delivered by the Company.

**21.5 Parking Space:**

Use the Parking Space for parking of cars/two wheelers only and not ever make any construction of whatsoever nature there at nor ever sell or rent out the same to anyone but a person having an Apartment in the same Building where the Apartment of the Allottee will be situated.

**21.6 Payments:**

Make timely and regular payment of the Maintenance Charges and other amounts payable to the Company or the FMC/Association, as the case may be, for use of the infrastructure and of the charges for other facilities from the Possession Date.

**21.7 Obstruct Easements:**

The allottee shall not obstruct in any manner the inner roads of the Project and SHRISTINAGAR.

**21.8 Transfer by Allottees:**

Ensure, in the event the Allottee transfers its Apartment, that its transferee abides by all the covenants of the Allottee contained hereunder or otherwise.

**21.9 Further Assistance:**

From time to time sign all applications, papers, documents, Maintenance Agreement, electricity agreement and other relevant papers, as required, in pursuance of the Allotment and to do all acts, deeds and things as the Developer may require in the interest of the Project. In case of joint Allottees, any document signed/accepted/acknowledged by any one Allottee shall be binding upon the other Allottee.

**21.10 Others:**

Due to any operation of law or any statutory order or otherwise as may be decided by the Company, if any part the Tower Complex is discontinued or truncated then the Allottee, if affected by such discontinuation or truncation, shall have no right of compensation from the Company save and except obtaining refund of the whole or proportionate part (depending upon the extent as decided by the Company at its sole discretion to which the Allottee is affected due to such discontinuation or truncation) of the amounts till then received from the Allottee together with simple interest at the then prevailing rate applicable to savings bank account of nationalized banks.

**22. Finality of Architect's decision:**

In all matters relating to construction of the Buildings and/or SHRISTINAGAR in general including, without limitation the Plan, lay-out, Specifications and measurements, the decision of the architect of SHRISTINAGAR (the "Architect") shall be final and binding and the Allottees shall not dispute the same or raise any objection thereto.

**23. Obstruction to construct:**

In no circumstances whatsoever the Allottees shall do any act, deed, matter or thing whereby the construction of any of the Buildings or development of SHRISTINAGAR in general in any manner whatsoever, hindered, obstructed or impaired with.

**24. Defect in workmanship:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services is brought to the notice of the Developer by the Allottee within a period of 5 (five) years from the Possession Date, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days or within such reasonable period as may be required for rectifying such defects, and in the event of Developer failure to rectify such defects within such time, the Allottee shall be entitled to receive appropriate compensation in the manner as provided under RERA.

**25. Remaining Apartments:**

The right of the Allottees will remain restricted to the particular Allotted Apartment intended to be acquired and all the unsold Apartments will remain vested in the Developer who will be free to deal with and/or dispose them off in any manner in its absolute discretion.

**26. Mutation:**

The Allottees shall have their respective Apartment separately mutated in their name and assessed for the Rates and Taxes at their own costs and expenses with all authorities concerned.

**27. Rates and Taxes:**

Till such time the Mutation is complete and separate bills for the Rates and Taxes in respect of the Apartment are raised by all authorities concerned in the names of the respective Allottees, they shall pay all rates, taxes and other outgoings pertaining to their respective Apartment and those of the Common Portions proportionately to the Developer or the FMC, as the case may be, provided however that if any additional amount be payable due to user or rental income of any Apartment then the same shall be paid exclusively by the Allottee concerned.

**28. Extension of Dates:**

All dates mentioned herein and/or elsewhere in writing shall stand extended by the period for which the Developer may become unable to fulfill its obligations for intervening Force Majeure events or by the act of approving authorities.

**29. Correspondence:**

The Developer will dispatch all correspondence to the Allottees at the addresses as recorded with the Developer. The Allottees must intimate to the Developer at its Site Office or the Registered Office in writing the change in their address, if any, and obtain acknowledgement for such change. In case of joint Allottees, the Developers shall send all communication to the Allottee whose name will appear first in the Application Form and any communication served on that person shall for all purposes be considered as served on all of the Joint Allottees.

**30. Acceptance:**

Payment made by an Allottee in lieu and terms of the Allotment Letter shall be deemed to be acceptance by such Allottee of all the terms and conditions of the Allotment Letter and the Paradise Apartments Phase I TCH.

**31. Words in Headings and Brackets:**

The words used in bold in the heading of any Clause or Sub-Clause or within brackets herein will have the meaning assigned to them in such Clause, Sub-Clause or bracket, unless repugnant to the context.

**SCHEDULE - A [Extras & Deposits]**

**Part-I [Extras]**

1. **Additional Work:** The cost of any work done or facility provided in any Apartment in addition to those mentioned in the Specifications at the request of or with the consent of the Allottee the same will be decided by the Developer and the Allottee shall be deemed to have agreed to this. Such cost shall be borne by the Allottee.
2. **Electricity:** Costs incurred by the Developer in making arrangements with Assam Electricity Distribution Company Limited and / or any other Electricity Provider for giving direct L.T connection to the Allottees will be payable to the Developer by the Allottees.
3. **Documentation Charges:** The applicable stamp duty and registration fees, legal fees and other miscellaneous charges, taxes, levies or penalties in relation to the transfer of the Apartment including preparation of the Transfer Deed and other documents if any to be executed in pursuance thereof shall be paid by the Allottees. The Allottees shall pay the documentation charge of 1 % of the Total Sale Price which includes advocate fees, charges for preparation and execution of all the documents Deed of Conveyance.
4. **Mutation Costs:** All rates, taxes, fees and incidental costs for Mutation as specified by the Developer.

**Part-II [Deposits]**

1. Advance Deposit of Township Level Maintenance Charges (forming part of Consideration): An interest free advance deposit calculated at the rate of Rs 2.50 (Rupees Two and Paise Fifty) only per square feet of the Carpet Area of the apartment per month ("Township Level Maintenance Charges") for 12 (twelve) months ("Advance Township Level Maintenance Charges") for the Apartment shall be paid by the Allottee to the Developer, on or before a date to be notified by the Developer which date shall not be a date later than the Possession Date. The Advance Township Level Maintenance Charges shall be used by the Developer/FMC/Association for repair of the Township Level Infrastructures and common areas or equipments provided therein. Notwithstanding the above, the Developer reserves the right to utilize this deposit to adjust any realizable dues from the Allottee.
2. Maintenance Corpus Deposit: The Allottee shall pay over and above the monthly running Maintenance Charges, an amount calculated at the rate of Rs 62.50 (Rupees Sixty two and fifty paise only) per sqft of the Carpet area towards the Interest Free Security Deposit ("IFSD") to the Developer on or before the Possession Date. The said IFSD shall be kept with the Developer/FMC/Association in order to secure adequate provision of the maintenance services and due performance of the Allottee in promptly paying the maintenance bills and other charges as may be raised by the Developer/FMC. The unused portion of such shall be transferred by the Developer to the FMC without interest.
3. Corporation Taxes and/or deposits: An amount equal to 6 (six) months proportionate share of rates and taxes of municipality and/or other authorities, as may be estimated from time to time by the Developer Developer, to be applied for the payment of such rates and taxes until mutation and separate assessment of the Apartment. Every time when the above deposit is likely to get exhausted before mutation and separate assessment of the Apartment takes place, the Allottes shall deposit the above amount as and when demanded by the Developer from time to time.
4. If at any time the Advance Township Level Maintenance Charges and/or the IFSD shall fall below the prescribed limit mentioned in para 1 and 2 herein above, the Allottee shall make good such shortfall immediately on demand being made by the Developer/Maintenance Company/Association.

#### **SCHEDULE - B [Common Expenses]**

The proportionate expenses of the Common Portions will be proportionately shared by the SHRISTINAGAR Acquirers as follows:

1. The expenses for maintenance, operation, and renovation etc. of SHRISTINAGAR infrastructures, Common Portions and Project Land Common Portions shall be borne and paid to the extent and in the manner the Developer or the FMC, as the case may be, may decide.
2. **The expenses shall, inter-alia, include the following:**
  - 2.1 Maintenance: All expenses for maintaining, operating, repairing, renovating, upgrading, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing and where appropriate cleansing of the SHRISTINAGAR infrastructures, Common Portions and Project Land Common Portions and plantation of trees, maintaining the garden and supplying of round the clock water.
  - 2.2 Staff: The salaries, emoluments and all other financial benefits of the persons to be employed by the Developer or the FMC, as the case may be, for managing and maintenance and security of the Common Areas, Facilities and Utilities of the Project or SHRISTINAGAR.
  - 2.3 Operational: All expenses for running and operating, including electricity charges of the utilities and facilities, which shall include cost of repairing, upgrading, renovating or replacing any of them and include electricity charges.
  - 2.4 Rates, taxes and outgoings: All rates, levies, taxes, lease rents or fees that are to be paid by the Developer or the FMC, as the case may be, for providing the services, which are payable under any existing law or enforced under any other enactment in future.
  - 2.5 Others: Any other expenses incurred by the Developer or the FMC, as the case may be, in respect of SHRISTINAGAR and its Common Portions, not specifically mentioned herein including, but not restricted to, litigation expenses.

In addition to above said maintenance charges the Allottee shall separately pay his/her/its proportionate share of charge for insurance of the common areas of the project as per demand made by the Developer, Association or the Apex Body as the case may be.

#### **SCHEDULE- C [Common Rules]**

1. **The Allottee shall not:**
  - 1.1 Damage the Building or the Common Portions or any of the other Apartments by making any alterations or withdrawing any



support or otherwise.

- 1.2 Throw or accumulate or cause to be thrown or accumulated any rubbish or refuse in any of the Common Portions, save at the places earmarked therefor.
- 1.3 Place or cause to be placed any article in any of the Common Portions.
- 1.4 Do or permit anything to be done which is likely to cause nuisance or annoyance to any of the occupiers of SHRISTINAGAR.
- 1.5 Use or allow the Apartment or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other such purpose or for any chamber for business/professional chamber or office.
- 1.6 Use the Parking Space, for any purpose other than for parking of middle/standard size motor cars and two wheelers or partition the same in any manner.
- 1.7 Put up or affix any sign board, name plate or other things or other similar articles in any of the Common Portions or outside the Apartment save at the places provided there for that the Allottee may display a small and decent name-plate outside the main door of the Apartment.
- 1.8 Keep or allow to be kept any combustible, obnoxious, hazardous or dangerous articles in the Apartment or in any of the Common Portions which may be injurious or obnoxious to the other acquirers/occupiers of SHRISTINAGAR or such articles which are so heavy as to affect or endanger the structure of the Building or any of its portion or of any fittings or fixtures thereof, including but not restricted to, windows, doors, floors, beams, pillars, lift or the staircase.
- 1.9 Hang from or attach to the beams or the rafters of any part of the Apartment or the Building any articles or machinery the weight whereof may or likely to affect, damage or endanger the construction of the Building or any part thereof.
- 1.10 Do or cause to be done anything which may cause any damage to or affect the Building, or any portion thereof in any manner whatsoever including without limitation to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the other Apartment Acquirers.
- 1.11 Affix or draw any wire, cable, pipe from, to or through any of the Common Portions or outside walls of the Building or other parts, without approval of the Developer or the FMC, as the case may be.
- 1.12 Affix any or install any antenna on the ultimate roof of the Building or any open terrace that may be part of any Apartment or in its windows except at the place earmarked for the same.
- 1.13 Hang or put any clothes in or upon the windows, balconies or any other portion of the Apartment which is visible from the outside or to outsiders.
- 1.14 Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any of any other occupants of the SHRISTINAGAR or cause disharmony amongst them.
- 1.15 Install any air-conditioner, except in the approved places.
- 1.16 Affix or change the design or the place of the grills, the windows or the main door of the Apartment without approval.
- 1.17 Make any internal addition, alteration and/or modification in or about the Apartment save in accordance with the then existing statutory Building Regulations and prior permission therefore having been taken from the appropriate authorities as also from the Developer or the FMC/Association, as the case may be.
- 1.18 Not to carry on any work of fittings, fixtures or connected in manner whatsoever in connection with construction of any nature or completion thereof inside the Apartment excepting between 10:00 a.m to 06:00 p.m and while carrying on such work to ensure that no annoyance or disturbance is caused to the residents of the Building in which the Apartment is situated.
- 1.19 Alter the outer elevation of the Tower or the Apartment, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever.
- 1.20 Commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Apartments or the Buildings.
- 1.21 Claim any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Building and/or SHRISTINAGAR.
- 1.22 Restrict the full and unrestricted enjoyment of the Easements rights to any other owner/occupier of the Building.

- 1.23 Do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of any of the Apartments or the Tower or cause the premium for the insurance to be increased.
- 1.24 Question the quantum of any amount levied upon the Allottee by the Developer or the FMC/Association, as the case may be, in terms of this Paradise Apartments Phase I GTC.

**2. The Allottee shall:**

- 2.1 Maintain the SHRISTINAGAR in general and the Building, and/or Project where its Apartment is situated for the purposes, with the intent and object for which the same is constructed.
- 2.2 Assist the Company to form the Association of Allottees, and strictly abide by all the Rules and Regulations of the Association so formed.
- 2.3 Co-operate and assist in all manner with the Developer or the FMC/Association, as the case may be, in carrying out its day to day activities and obligations and, in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tubewells, generator and/or other installations and/or amenities in the Building, Project and SHRISTINAGAR including without limitation those under the applicable laws and/or the rules made thereunder, and shall indemnify and keep the Developer or the FMC/Association, as the case may be, saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings that the Developer or the FMC/Association, as the case may be, may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the concerned Allottee.
- 2.4 Maintain, at their own costs, their respective Apartments in the same good condition, state and order in which the same will be delivered to them, normal wear and tear accepted.
- 2.5 Abide by and/or comply with all statutory laws, bye-laws, rules, regulations and/or restrictions that are to be abided by or complied with by the owners and occupiers of multi storied buildings in the state of Assam.
- 2.6 Pay the charges for electricity fully relating to the Apartment and proportionately relating to the Common Portions.
- 2.7 Pay proportionate charges for electricity, including those for loss of transmission, till such time a separate meter is not installed for the Apartment and after such installation, timely pay all charges and/or deposits to ensure that none of the other Allottee or the Developer or the FMC/Association, as the case may be, is hindered in any manner for any non or untimely payment.
- 2.8 Pay the proportionate rates, charges and fees of the municipal authorities concerned till such time the Apartment is not mutated and separately assessed by the municipal authorities concerned and there after timely pay all rates and taxes of the municipal authorities concerned to ensure that none of the other Allottees or the Developer or the FMC/Association, as the case may be, is hindered in any manner for any non or untimely payment.
- 2.9 Pay such further Deposits as be required by the Developer or the FMC/Association, as the case may be, from time to time.
- 2.10 Pay, within 7 (seven) days of being called upon to do so, the proportionate Common Expenses mentioned in **Schedule-B** as also all other outgoings related to the Apartment, the Building, Project and SHRISTINAGAR including proportionate expenses relating to the replacement of any equipments.
- 2.11 Keep the Apartment and every part thereof, including all fixtures and fittings therein or exclusive thereto properly painted, in good repairs in a neat and clean condition and in a decent and respectable manner.
- 2.12 Maintain and be responsible for the structural stability of the Apartment and not to do any act, matter or thing which may affect the structural stability of the Building.
- 2.13 Use the Apartment, the Parking Space and the Common Portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.
- 2.14 Sign such forms, give such authorities and render such co-operation as may be required by the Developer or the FMC/Association, as the case may be.
- 2.15 Allow the Company or the FMC/Association, as the case may be, with or without workmen, upon prior reasonable notice to enter into the Apartment.
- 2.16 Ensure that the entirety of SHRISTINAGAR is maintained in a decent manner.
- 2.17 Pay, and undertake to pay, such damages on demand as ascertained by the Developer or the FMC/Association, as the case may be,

for the breach of any of the covenants herein contained within the due date therefor as mentioned in the demand.

**DECLARATION**

I/We have read and understood the above-mentioned terms and conditions, documents referred to therein and agreed to abide by the same.

Signature of Sole/First Applicant

Signature of Joint Applicant

Name:

Name:

Place:

Place:

Date:

Date: