

PART - V

GENERAL TERMS AND CONDITIONS :

The terms and conditions given below shall apply only till execution of the Agreement whereupon such Agreement shall supersede all the terms and conditions mentioned hereinafter.

1. The application is only a request by the applicant for allotment of the Designated Apartment forming part of Phase-1 of the Project and does not create any right whatsoever or howsoever in favour of the Applicant. The allotment of any Flat/Unit to any eligible applicant shall be at the sole discretion of the Promoter, Sugam Diamond Projects LLP, (hereinafter referred to as "SDPLLP") and SDPLLP may accept or reject any application without assigning any reason therefore. The Applicant agrees that in the event of non-acceptance/rejection of the Application by SDPLLP, the portion of booking amount paid by the Applicant will be refunded without any interest, cost, damage etc., and without any other liability or obligation upon SDPLLP.
2. An individual i.e. a person of the age of majority or a minor represented by legal or natural guardian, whether an Indian Citizen or a person of Indian Origin resident in India or abroad can apply. Also any entity i.e. body corporate incorporated in India or partnership or LLP or HUF or any other association of person recognized as a legal entity in India can apply.
3. Applications from intending applicant (s) other than Indian citizens or entities domiciled/incorporated in India shall be accepted only subject to and after fulfillment of all necessary formalities in this regard as per the applicable laws and rules of The Reserve Bank of India and others concerned. The applicant(s) shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act 1999 (FEMA) and The Foreign Exchange Management (application and Transfer of Immoveable Property in India) Regulations, 2000 and all/or other statutory provisions as laid down and notified by the Government, Reserve Bank of India or concerned Statutory Authorities from time to time. Any refund to them shall be made in Indian Rupees and in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law.
4. The duly completed Application and Application Money has to be submitted at the Registered office of SDPLLP at Kolkata, India or at any other place as may be hereafter intimated by SDPLLP.
5. Any Application shall automatically stand withdrawn/cancelled by the Applicant in case of non-execution of Agreement for sale within 30 days from the date of submission of the Application form. However, SDPLLP may extend the validity of the application by such period and on such terms and conditions as it may, at its sole discretion, decide.
6. In case there is joint applicant, all communications and correspondence shall be made to the Primary/First applicant and at the address given by the Primary/First applicant and no separate communication shall be necessary to the other named who shall be deemed to have full knowledge thereof. Any change of address will have to be notified in writing to the Registered office at Kolkata, India.
7. The applications and any provisional allotment shall be strictly non-transferable by any Applicant to any other person.
8. Before making the application, the Applicant has seen the site, the building plans, drawings and specifications in respect of the Designated Apartment and the Project and has been provided a copy of (a) the Annexure II of which this Terms and Conditions is part of, (b) formats of proposed Agreement



and Sale Deed for transfer and (c) development of the Land in multiple phases with interlinking of certain common areas and facilities and only after having carefully studied, read and understood the same and being agreeable thereto, the applicant shall be deemed to have made the application for allotment of the Designated Apartment in the said project.

9. The personal details as per particulars which are morefully mentioned in Annexure I above are true to the best of the knowledge of the applicant and it shall be presumed that nothing relevant has been concealed or suppressed. The applicant is aware and agree that any information provided by the applicant may be utilized by SDPLLP, without any claim or objection by the Applicant.
10. That in the event SDPLLP decides to allot Designated Apartment in the project such allotment shall be provisional and subject to these Terms and Conditions the Applicant shall be bound to (a) pay the price and other applicable amounts as per the payment plans and installments forming part of this Annexure II hereto and/or as may be worked out hereafter by SDPLLP which, if different from such Annexure II, shall be verified and satisfied by the Applicant before the signing of agreement for sale and (b) observe, fulfil and perform of all requirements, conditions and these Terms and Conditions contained in the manner and within the time stipulated therefore; which all be of essence for execution of the agreement for sale. In case of any failure of any compliances by the Allottee, the same will automatically result in cancellation of this provisional allotment. Moreover, until execution of the agreement for sale, the provisional allotment if made in favour of the Applicant may be cancelled by SDPLLP, in its discretion, without being required to assign any reason whatsoever or howsoever therefore. In the event of any cancellation of any booking/allotment made prior to the execution of the agreement for sale by SDPLLP without any default by the Applicant, the portion of booking amount paid by the Applicant will be refunded to the Applicant without any interest, cost, damage etc., and without any other liability or obligation upon SDPLLP. However in case such cancellation is done by SDPLLP due to any default by the Applicant, the portion of booking amount paid by the Applicant will be refunded to the Applicant without any interest and after deduction of a fixed charge of Rs. 30,000/- (Rupees thirty thousand) only by SDPLLP and without any other liability or obligation upon SDPLLP.
11. Once the agreement is signed, the same shall supercede this application and its annexures and all terms and conditions hereof. The portion of the booking amount being tendered by the Applicant with the application shall, in case of my application resulting in allotment of Designated Apartment to the Applicant, form part of the total booking amount payable by the Applicant at the time of agreement.
12. Before execution of the agreement the Applicant shall independently inspect all documents and enquire, investigate and verify the title of the land owners and development and related rights of SDPLLP and shall enter upon the agreement only upon being fully satisfied thereabout.
13. Receipt for any amount paid by the Applicant shall be subject to encashment of cheque. In case of non encashment of cheque due to any reason, the same shall ipso facto result in cancellation of the Application and will attract a charge of Rs. 1000/- per cheque dishonour.
14. The facility of parking shall be granted only to those applicant(s) who opt the same. If any applicant at the time of making application does not opt for the facility, he/she shall thereby loose and cease to have any right to park anywhere at the Project area. Any Parking Facility shall under no circumstances be separately transferable.
15. The Terms and Conditions applicable to the proposed transfer shall be as per the format agreement for sale and format sale deed both of which have been provided to the Applicant together with any modifications thereof made by SDPLLP with the consent of the applicant.



16. All taxes, levies, imposition, stamp duties, registration fees, goods and service tax, and expenses, etc. on the entire transaction including on the application and all agreements, sale deed or deeds and other documents to be executed and/or registered in pursuance of a confirmed allotment shall be borne and paid by the Applicant(s).
17. Courts having territorial jurisdiction alone shall have jurisdiction to entertain or try any dispute arising out of this application.

(Name & Signature of Sole/Primary Applicant)

(Name & Signature of Joint Applicant)

