



GENERAL TERMS AND CONDITION

INTRODUCTION

Starlite Construction Private limited, with its office at 116/1/1, Mahatma Gandhi Road. Kolkata-700 007 is the company behind the project 'SUNNY VALLEY', to cater the needs for growing demand of housing for people of all means.

MARKETING CONSULTANT

Remac Marketing Private Limited, with its office at FD-50, Sec-III, Salt Lake City. Kolkata-700 106 is the sole marketing consultant of the project; the pricing and other matters are mutually decide from time to time with joint consent of the developer and the marketing consultant.

WHO CAN APPLY

An individual or a minor through legal or natural guardian, Indian citizen or foreign citizen of Indian origin, resident in India or abroad (In case of minor, age proof and name of natural guardian is required).

Joint applicant by maximum two persons is permitted. Other entity(ies), is a Body Corporate incorporated in India or Partnership firm or HUF or any other Association of Persons(AOP) recognized as a legal entity under any law in India (copy of the Certificate of Incorporation or copy of registration Certificate is required).

APPLICATION PROCEDURE

A person intending to acquire an apartment will have to apply in the prescribed form contained in the brochure.

Along with the application form (duly filled up) one has to furnished a cheque /DD of 5% of the total consideration drawn in favour of " STARLITE CONSTRUCTION PRIVATE LIMITED".

ALLOTMENT PROCEDURE

The flats will be allotted to the applicants on a first come first serve basis only after the agreement which has to be done within 15 days from the date of application.

PAYMENT

By Pay Order/ Demand Draft/ Cheque in favour of ' STARLITE CONSTRUCTION PRIVATE LIMITED', payable at Kolkata or At Par cheque (No outstation cheque will be accepted).

SCRUTINY AND REJECTION

Applications remaining incomplete or deficient in any respect will be liable to be rejected.

Applications containing false information are liable to be rejected and booking will be cancelled even if the allotment is made, whenever so detected.

WITHDRAWAL OF APPLICATION/CANCELLATION OF BOOKING

Before Agreement/Allotment.

Service charge @ Rs 10,000/-(Rupees Ten Thousand only) will be deducted from the application money.

After Agreement/Allotment.

Service charge @ Rs 30,000/- (Rupees Thirty Thousand only of the total consideration) will be deducted.

REFUND NRE/ NRO A/c.

If the application money has been paid out of Non-Resident Ordinary (NRO) Account of the applicant, refund will be made only to that Account. If the application money has been paid by the applicant out of Non –Resident External (NRE) account of the applicant, the refund will be made only to the NRE account, provided banker's certificate for the payment of application money out of the said NRE account is furnished.

PRICE

Escalation

No price escalation will be charged to an allottee after payment of the agreement amount against confirmed allotments.

Down payment plan : 100% payment has to be made within 15 days of agreement. Discount on down payment would be revised from time to time by STARLITE CONSTRUCTION PRIVATE LIMITED.

DELAY IN PAYMENT OF INSTALMENTS AND/OR OTHER DUES

It shall be incumbent on the allottee(s) to comply with the terms of the payment in respect of the apartment, car parking and /or any other payments.

Payment of agreement money is required to be made within 15 days of application (with a maximum grace period of 5 days). No extension of time will be allowed for payment of agreement money. Payment of installment and all other dues shall have to be made as per payment schedule. 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 of installments and all other dues beyond 2(two) months from the respective due dates shall not be condoned .In case of such delay the allotment may stand cancelled and STARLITE CONSTRUCTION PRIVATE LIMITED shall deduct service charge @ Rs 30000/- (Rupees Thirty Thousand only).In case of such cancellation, the allottee(s) shall have no right and /or lien on the apartment. Total deposit or installments paid by the allottee will be refunded after deduction of the said service charge.

If any of the payments made by the allottee is dishonored for any reason, the company shall be entitled at its sole discretion either to cancel the allotment and refund all payments after deducting the said service charges as mentioned above or the company shall be entitled to charge a penalty of Rs 500/- as cheque bounce charges to be paid forthwith on demand.

POSSESSION

STARLITE CONSTRUCTION PRIVATE LIMITED shall endeavour to give possession of the apartments shall be completed on or before 30/06 /2011 subject to Force Majure with a grace period of Six months from the date thereof unless prevented by circumstance beyond and control of the Owner/Vendor.

Possession is referred as habitable condition of the said unit/flat, but the common facilities might take some more time.

The allottee(s) shall be deemed to have taken possession of their respective apartment(s) on the 15th (fifteenth) day of the service of notice calling upon the allottee(s) to take possession, irrespective of the date when the allottee(s) take physical possession of their respective apartment(s).The allottee(s) shall be required to take possession of their respective apartment(s) on or before the deemed date of possession after fulfilling all the terms and conditions failing of which the allottee(s) shall be liable to pay guarding charge @Rs 1000/- p.m.for the period between the deemed date of possession and the actual date of possession of the apartment(s) by the allottee(s), over and above any other charges which may be payable.

COMPENSATION FOR DELAY IN POSSESSION

However if the owner/vendor fails to deliver the said flat/unit on the completion date, the purchaser would be entitled to compensation @0.25% per month on the amount of money already paid by the purchaser.

FORCE MAJEURE

None of the parties shall be regarded as in breach of any of the terms and condition of this Agreement if any of the parties is prevented from performing or discharging its obligations in terms of the agreement because of circumstances beyond the control, such as fire or explosion, Earthquake and lightning, Accumulation of rainwater and unforeseen weather condition, Owner's company lockout, Riot, civil disturbances, insurgency, enemy action or war, Temporary or permanent, interruption in the supply of utilities serving the project in connection with the work, Injunction or order of any Government, civil bodies or any other authorities(s).

TRANSFER OF APARTMENTS

The purchaser shall be entitled to transfer or assign the benefits of the agreement or nominate any person till such time deed of conveyance is executed with proper information of the same being passed on to STARLITE CONSTRUCTION PRIVATE LIMITED.

TRANSFER FEE

Rs 50/- (Rupees fifty only) per sq ft of the consideration to be received by owner/vendor for such transfer before the execution of the deed of conveyance.

REGISTRATION AND CONVEYANCE

The Transfer/Conveyance Deed of the apartment(s) shall be executed and registered in favour of the allottee(s) after the apartment(s) have been constructed. Subject to receipt of all payments as stipulated and fulfillment of all other terms and conditions mentioned herein. The Deed of Transfer will be drafted by Solicitors/Advocates of STARLITE CONSTRUCTION PRIVATE LIMITED and shall be in such form and contain such particulars as may be approved by STARLITE CONSTRUCTION PRIVATE LIMITED. All stamp duty, registration charges and other incidental expenses and/or in relation to conveyance of the said unit and for obtaining approval and consent necessary for such transfer and also any other assurances, deeds required to be made for in relation thereto shall be borne and paid by the purchaser.

THE CLUB---

STARLITE CONSTRUCTION PRIVATE LIMITED proposes to set up an exclusive Residential Club within the Complex as outlined in the Brochure. The intended facilities of the club as outlined in the brochure are tentative and may vary at the sole discretion of STARLITE CONSTRUCTION PRIVATE LIMITED.

Club membership will be charged as Rs 15,000/- (Rupees Fifteen Thousand only) per family per unit/flat. Payable at the time of possession.

All other Rules and Regulations of the Club will be handed over to the Allottee(s) before the club is made operational.

EXTRA CHARGES

Additional expenses on account of formation of association, electricity connection, legal charges, generator charges, and any other additional facilities would be charged extra on a later date.

COMMON AREAS AND FACILITIES

A. Handing Over

Association under the West Bengal Apartment Ownership Act, 1972, will be created to take over the common areas and facilities of the respective blocks and the maintenance and management thereof and all allottees shall have to become member of such association. Further bodies comprising all such associations will be created for carrying out complex level maintenance, full details of which shall be formulated by STARLITE CONSTRUCTION PRIVATE LIMITED in due course.

B. Interim Maintenance.

STARLITE CONSTRUCTION PRIVATE LIMITED shall by itself or through its nominee, supervise the maintenance of the complex for a short period after handing over possession of apartment(s). STARLITE CONSTRUCTION PRIVATE LIMITED will help creation of the Maintenance Body and the Management Committee within Six months of handing over possession.

GENERAL

Complaints, if any, regarding specifications, fittings and fixtures, etc provided in the apartment will be required to be brought to notice of STARLITE CONSTRUCTION PRIVATE LIMITED within 15 days of taking over possession of the apartment. STARLITE CONSTRUCTION PRIVATE LIMITED will not be responsible for any damage(s) caused to the apartment(s) on account of delay in taking over possession and in such event, the allottees will have to take possession of the apartment on 'as is where is' basis.

STARLITE CONSTRUCTION PRIVATE LIMITED, however, may at its sole discretion, relax any of the condition(s). It also deserves the right to reject any application without assigning any reasons whatsoever.

It is understood that the applicant has applied for allotment of a residential apartment(s) with full knowledge and subject to all the laws/notifications and rules applicable to this areas in general, and group housing projects in particular ,which have been understood by him/her.

Signature of 1st Applicant (SOLE)

Signature of 2nd Applicant