

GENERAL TERMS AND CONDITIONS

OF PEACE

(Effective from January 1, 2012)

1. INTRODUCTION

PEACE Senior Living Pvt Ltd (hereafter referred to as “Company”), has built a home for living for Senior Citizens with all modern facilities and amenities at PEACE, located in Gobindapur near Baruipur, Kolkata, West Bengal, India..

The company will allot the units of different sizes **as mentioned in Clause 18.1** below as may be selected by applicant.

2. WHO CAN APPLY

- 2.1. An individual who is an Indian citizen or a foreign citizen of Indian origin, resident in India or abroad subject to usage by a person of age above 50 years.
- 2.3. Joint individual applicants but not more than two persons.
- 2.4. Any other person with valid documents to stay in India.

3. ELIGIBILITY:

The applicants eligible for allotment (stay) may be required to furnish such documentary evidence as may be required by the Company to see the applicant’s ability to arrange for and/or pay the price of the use of the unit and also the future monthly maintenance cost as proposed by the company.

4. APPLICATION PROCEDURE FOR BOOKING

- 4.1. A person intending to use a unit shall have to apply for booking in the prescribed form contained in the brochure. The terms and conditions contained in the General Terms and Conditions (GTC) and elsewhere in the Application Kit must be read and understood carefully before filling up the application Form.
- 4.2. Along with the application form (duly filled up) one has to furnish a cheque/DD of Rs. Five Thousand(Rs.5000/-) Only in the favor of “Peace Senior Living Pvt.Ltd.”, payable at Kolkata (hereinafter called “Application Money”).
The application process would be deemed to be complete only on the payment of Rs. Ninety Five Thousand (Rs.95000/-) only by the applicant within 30 days of submission of the application form mentioned above.

5. ALLOTMENT PROCEDURE

The Unit will be provisionally allotted to the applicants on a first come first serve basis only after final inspection of the application form and other documents as

submitted by the applicant which has to be done within 30 (Thirty) days from the date of application.

6. PAYMENT

By Pay Order/ Demand Draft/ Cheque in favour of 'Peace Senior Living Pvt. Ltd.' payable at Kolkata or "at par cheque" (No outstation cheque will be accepted).

7. SCRUTINY AND REJECTION

- 7.1. Applications remaining incomplete or deficient in any respect will be liable to be rejected at the sole discretion of the Company.
- 7.2. Applications containing false information are liable to be rejected and booking will be cancelled even if the allotment is made, whenever so detected.
- 7.3. Upon such cancellations, all the amounts paid will be refunded without any interest but after deduction of applicable service charges, hereafter mentioned.

8. WITHDRAWAL OF APPLICATION / CANCELLATION OF BOOKING

- 8.1. **Before Provisional Allotment:** Service charge of Rs 1000/- (Rupees one thousand only) will be deducted from the application money.
- 8.2. **After Provisional Allotment.:** Service charge of 10% of the total amount paid / demanded till that time or Rs 25000 whichever is higher will be deducted. .
- 8.3. It is clarified that no claim or demand for any damages or losses shall be tenable in the event of cancellation of the allotment on any ground whatsoever.

9. PRICE

- 9.1. Escalation
No price escalation will be charged to an allottee after payment of the **Allotment Money** against provisional allotments.
- 9.2. Payment plan:
Price Indicated in the Payment Schedule plan is firm and non escalable. This plan requires payment of allotment money and respective installments as indicated in the said schedule.
- 9.3 Price in the above are exclusive of any Taxes which may be leviable by any appropriate authority(ies). Any Govt. levies, if applicable will be charged separately and recovered from allottee.

10. 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 allotted Unit and /or any other payments including Monthly Maintenance Charges.

Payment of Allotment Money is required to be made within 30 (thirty) days of application. 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 @12% (twelve percent) per annum for up to 1 (one) months of delay from the respective due date, after which the Company reserves the right to cancel the application. Delay in payment of installments and all other dues beyond 3 (three) months from the respective due dates shall not be condoned. In case of such delay the allotment may stand cancelled and the Company shall deduct service charge @ 10% of the total amount paid or demanded till that time. In case of such cancellation, the allottee(s) shall have no right and /or lien on the property so allotted. Total deposit or installments paid by the allottee will be refunded after deduction of the said service charge.

If any of the payments by check made by the allottee is dishonored for any reason, the Company shall be entitled at its sole discretion either to cancel the allotment or 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/- to be paid forthwith on demand.

11. TITLE TO THE PROPERTY

The ownership of the units and the project would remain with the company and the applicants would only be given the Right to use the said unit till the lifetime of the applicant.

12. POSSESSION

12.1 Company shall endeavor to give possession of the Unit to the allottee within 3 (three) months from the date of allotment subject to Force Majeure .

14. 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, 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).

15. TRANSFER OF APARTMENTS/UNITS

The allottee shall not be entitled to transfer or assign the benefits of the allotment other than a pre-decided nominee who would handed over 100% of the deposit held with the company for the said allotment, less the outstanding amounts at that point subject to the written consent of the heirs if any of the said allottee, if any at the time after the vacation of the allotted unit.

16. EXTRA CHARGES

The additional charges to be paid by the allottee would be a monthly maintenance fee (including/ excluding food) depending on the size and position of the unit, as informed by the company from time to time.

The Company reserves the right to adjust the caution money deposit against any legally realizable dues from the allottee at the time of vacating of the allotted unit.

17. COMMON AREAS AND FACILITIES

The Company shall by itself or through its nominee, arrange for the maintenance of the complex.

The company shall replace/repair objects rendered unusable due to normal wear and tear. However, for replacements/repair required due to rough/wrong handling by the incumbents, the cost for the same is to be borne by the allottees.

18. GENERAL

18.1 The project has been segregated into

- i) Unit A --- 553 sq ft (Front View)
- ii) Unit B --- 425 sq ft (Rear View)
- iii) Unit C I --- 377 sq ft (Front View)
- iv) Unit C II --- 377 sq ft (Rear View)

18.2 All applicants should have at least one local contact person with his/her contact details mentioned in the application form.

18.3 All applications should be submitted along with a detailed medical report of the proposed incumbent(s) with the application form clearly stating the levels of physical / mental inability of the incumbent, if any. The proposed incumbents may be subjected to a detailed check by the empanelled doctors of the company for the ratification of the application.

18.4 PEACE is designed for Limited Assisted Living and the company reserves the right to reject applications for incumbents requiring high level of assisted living. The final decision regarding the levels of assistance required would be resting with the company and its own doctors.

18.5 The necessary paper paperwork for the renewal of the allotment would be done annually and the next of kin of the incumbent has to be present at the time of the paper work.

18.6 The company reserves the right to cancel the allotment of any incumbent on account of misdemeanor/misbehavior/misrepresentation by the allottee/incumbent at any point of time.

18.7 In case of medical emergency, the company would endeavor to provide initial medical support in the form of getting the ailing incumbent admitted to a hospital and initial treatment there. After this initial activity, the allottee/next of kin/nominee/local contact person has to take charge of the patient.

18.8 In case of medical emergency faced by an incumbent, the company reserves the right to use up to a maximum Rs. 50,000/- only towards the initial charges from the initial deposit held with the company. This is, however, to be replenished by the allottee within 15 days of the amount being utilized otherwise the company reserves the right to deduct whatever amount that it deems fit.

18.9 It is understood that the applicant has applied for allotment of a residential Unit(s) with full knowledge and subject to all the laws/notifications and rules applicable to this area in general.

18.10 The Company, however, May at its sole discretion, relax any of the condition(s). It also reserves the right to reject any application without assigning any reasons whatsoever.

General Principle:

1. Hard liquors and drinks are not allowed in the facility.
2. Smoking is not permitted inside the living area.

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

.....
Signature of Sole or First Applicant

.....
Signature of Second Applicant

Place :

Date:-----

PEACE Lifetime Allotment – Phase I
Payment Schedule

PARTICULAR	Installments	TIMEFRAME
Application (Booking)	Rs.5000/-	With Application
Allotment	Rs.95000/-	30days

The balance is to be paid in ----- equal installments (maximum three installments) of Rs.-
----- each at an interval of ----- months each.

.....
Signature of Sole or First Applicant

.....
Signature of Second Applicant