

AGREEMENT FOR SALE

This Agreement for Sale (Agreement) executed on this _____ day of _____, 20_____.

BY AND BETWEEN

GODREJ PROPERTIES LIMITED (CIN No. _____) (PAN _____), a company incorporated under the provisions of the Companies Act, 1956 and now governed by the Companies Act, 2013 and _____, having its registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai-400 079 and its regional corporate office at “Godrej Waterside” Tower II, Unit No.109, Plot no.5, Block DP, Sector V, Salt Lake, P.O. Sech Bhavan, P.S. Bidhannagar Kolkata-700 091 represented by its authorized signatory **MR.** _____ (PAN _____) (Aadhar No. _____) authorized vide Board resolution of the respective Board of Directors of the Company dated _____ hereinafter referred to as the “**Promoter/Owner/Developer**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

(1) (1ST APPLICANT) (PAN **(PAN of 1ST APPLICANT)**) (Aadhaar No. **(AADHAR of 1ST APPLICANT)**), son/daughter/wife of (Father’s name of 1st Applicant), an Indian citizen, and **(2) (2ND APPLICANT)** (PAN **(PAN OF 2ND APPLICANT)**) (Aadhaar No. **(AADHAR of 2ND APPLICANT)**), son/daughter/wife of (Father’s name of 2nd Applicant), an Indian citizen, both residing at (Address), hereinafter called the “**Allottee/s**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns).

The Promoter/Owner/Developer and Allottee/s shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

A.

- i. By virtue of the provisions of Sick Textiles Undertakings (Nationalization) Act, 1974, the textile undertaking of Bangasree Cotton Mills at Sukhchar, District North 24-Parganas which included all that the piece and parcel of land containing an area of 26.71 acres more or less situate lying at and being municipal premises No.150, Barrackpore Trunk Road, Ward No.14 of Panihati Municipality District North 24-Parganas as per details below:-
Mouza Sukchar, P.S. Khardah, R.S. Khatian No.88, R.S. Modified Khatian No.1839 comprised in :

| Dag No. | Area (In Acres) |
|---------|-----------------|
| 3446 | .30 |
| 3422 | .13 |
| 3420 | .33 |
| 3426 | .26 |
| 3413 | .06 |

| | |
|-----------|-------------|
| 3416 | .30 |
| 3423 | .01 |
| 3468 | .23 |
| 3469 | .06 |
| 3470 | .59 |
| 3470/3540 | .28 |
| 3471 | .13 |
| 3450 | .84 |
| 3447 | 1.46 |
| 3450/3558 | .22 |
| 3450/3459 | .31 |
| 3472 | .72 |
| 3477 | .76 |
| 3466 | .19 |
| 3475 | .26 |
| 3464 | .09 |
| 3465 | .18 |
| 3473 | .41 |
| 3474 | .20 |
| 3467 | .10 |
| 3452 | 1.30 |
| 3453 | .12 |
| 3452/3539 | .18 |
| 3421 | .39 |
| 3454 | .21 |
| 3451 | .23 |
| 3424 | .54 |
| 3425 | .04 |
| 3432 | .44 |
| 3460 | .06 |
| 3461 | .22 |
| 3462 | .20 |
| 3463 | 1.41 |
| 3460/3538 | .11 |
| Total | 13.87 Acres |

And Mouza Rambhadrabati J.L. No.7, P.S. Khardah, L.R. Khatian No.940 comprised in:

| R.S. Khatian No. | Dag No. | Area |
|------------------|---------|-------------|
| 116 | 283 | .78 |
| 117 | 284 | .26 |
| 126 | 287 | 1.39 |
| 127 | 286 | 3.17 |
| 128 | 288 | 1.74 |
| 127/357 | 285 | .41 |
| 131/352 | 292 | 1.17 |
| 129/363 | 282 | .11 |
| 129 | 289 | 2.34 |
| 130 | 290 | .21 |
| 131 | 291 | 1.26 |
| | Total | 12.84 acres |

more fully and particularly described in the **Part I of Schedule A** hereunder written (hereinafter collectively referred to as the '**said entire land**'), became transferred to and/or vested in the Central Government on and from 1st April, 1974.

- ii. The Central Government had transferred the custody and ownership of the said mill and the said entire land to National Textiles Corporation (West Bengal, Assam, Bihar & Orissa) Limited ("NTC") by virtue of the provisions of the said Act.
- iii. NTC thus became seized and possessed of and/or otherwise well and sufficiently entitled to All That the said entire land.
- iv. The said entire land was duly mutated with the Panihati Municipality and having municipal premises No.150, Barrackpore Trunk Road, Kolkata in Ward No.14.
- v. The Board for Industrial & Financial Reconstruction (BIFR) had sanctioned the rehabilitation scheme of NTC by its order dated 15th February, 2002 and approved sale of its assets including the said entire land.
- vi. NTC had in order to dispose of the said entire land, floated a tender dated the 19th day of January, 2007 for sale of the said entire land on 'as is where is and as is what is basis'.
- vii. Pursuant to the said tender notice Happy Highrises Limited had submitted its bid on the 20th day of February, 2007 for purchasing the said land. The said bid was ultimately accepted by NTC.
- viii. By an Indenture of Conveyance dated the 18th day of July, 2007 made between NTC, therein referred to as the Vendor of the One Part and Happy Highrises Limited, therein referred to as the Purchaser of the Other Part and registered at the office of the Additional District Sub-Registrar, Barrackpore in Book No.I, Volume No.2, Pages 175 to 192, Being No.4760 for the year 2007, the said Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of said Happy Highrises Limited all that the said entire land absolutely and forever.
- ix. Said Happy Highrises Limited had applied for and obtained mutation in respect of the said entire land in the records of the Block Land and Land Reforms Officer in R.S. Modified New Khatian No. 1886 of Mouza Sukchar and in L.R. Khatian No. 1023 of Mouza Rambhadrabati as well as in the records of the Panihati Municipality and the said premises was re-numbered as Municipal Holding No.187F/1, Barrackpore Trunk Road, Kolkata-700115 in Ward No.14.
- x. Subsequently said Happy Highrises Limited had applied for conversion of the said entire land from factory land to bastu or homestead land before Sub-Divisional Land and Land Reforms Officer, Khardah.
- xi. After scrutinizing the said application the concerned authority came to the conclusion that said Happy Highrises Limited was holding 2.51 acres of surplus land and for that said Happy Highrises Limited filed an application on 12th day of May 2008, under Section 14Z of the West Bengal Land Reforms Act 1955 before the Principal Secretary and Land & Land Reforms Commissioner, West Bengal, for allowing it to hold surplus land.
- xii. Thereafter Memo No.V-Cell-38/4311/L&LR(N)/08 dated 19.09.2008 was issued by the Additional District Magistrate & District Land and Land Reforms Officer, Barasat in which the said ADM & DL & LRO, Barasat recorded his findings in

respect of resumption of the surplus land containing an area of 2.51 acres in Mouza Sukhchar P.S. Khardah (1.176 acres) of Land and in Mouza Rambhadrabati P.S. Khardah (1.334 acres) of land (hereinafter collectively referred to as the **Surplus Land**) and forwarded the same to the Joint Secretary, Land & Land Reforms Department for final consideration.

- xiii. The Joint Secretary to the Government of West Bengal, Land and Land Reforms Department confirmed the findings of ADM & DL & LRO, Barasat and came to the conclusion that said Happy Highrises Limited was unable to retain the said surplus land and intimated the same to ADM & DL & LRO, Barasat by Memo No.01(1)/235/08-ISJS(SR)-L dated 27th October 2008.
- xiv. Pursuant to the said decision of Joint Secretary to the Government of West Bengal, Land and Land Reforms Department the Surplus Land was ultimately resumed by the State of West Bengal under the supervision of the Revenue Officer on 11th day of November, 2008.
- xv. The appeal from the said order of resumption filed by said Happy Highrises Limited before The Collector & Additional District Magistrate & District Land & Land Reforms Officer, North 24-Parganas was also rejected.
- xvi. Thereafter on the assurance of the Panihati Municipality, the said Happy Highrises Limited entered into an understanding on 04.08.2010 with the Panihati Municipality, wherein the Panihati Municipality had agreed to assist in releasing the vested area of 1.176 acres situated in Mouza Sukchar from the Government of West Bengal upon exchanging the allocation of the vested land with the same quantity of land situated in Mouza Rambhadrabati.
- xvii. On the basis of the assurances of the Panihati Municipality, said Happy Highrises Limited filed an application from the order of the said The Learned Collector & Additional District Magistrate & District Land & Land Reforms Officer, North 24-Parganas before the West Bengal Land Reforms and Tenancy Tribunal, which was subsequently withdrawn.
- xviii. Thereafter, by a Deed of Gift dated the 11th day of November, 2010 made between the said Happy Highrises Limited therein referred to as the Donor of the One Part and The Panihati Municipality therein referred to as the Donee of the Other Part and registered with the Additional District Sub-Registrar, Barrackpore in Book No.I CD Volume No. 41 Pages 287 to 304 Being No. 11611 for the year 2010, said Happy Highrises Limited has made a free and absolute gift in respect of the piece and parcel of land containing an area of 1.3 acres more or less for construction of a Water Treatment Plant by the Panihati Municipality and lying situate at Mouza Rambhadrabati, J.L. No.7, P.S. Khardah L.R. Khatian No.940 comprised in –

| R.S. Plot No. | L.R. Plot No. | Area (in acres) |
|---------------|---------------|-----------------|
| 130 | 290 (P) | 0.174 |
| 129 | 289 (P) | 1.048 |
| 129/363 | 282 (P) | 0.065 |
| 131 | 291 (P) | 0.001 |
| 116 | 283 (P) | 0.012 |
| | Total | 1.300 |

Thus the Panihati Municipality had taken possession of the aforesaid gifted land and also the land reserved for exchange of the vested land to set up a water treatment plant.

- xix. By an application dated 28th November 2008, the Promoter/Owner/Developer sought for an exemption under section 20(1)(A) of the Urban Land (Ceiling & Regulation) Act, 1976 regarding the said entire Land on the basis of the summary of proceedings in Case no.503 of 1993 before the Board for Industrial Financial Reconstruction. Thereafter the Urban Development (Urban Land Ceiling) Department by a letter being no.899-UL/0/IL-23/2008 dated 12th May 2010 intimated the Owner/Promoter/Developer that the prayer for granting No objection Certificate in respect of the said Land had been rejected and thereafter the Urban Land Ceiling Department issued a notice under section 8(3) of the Urban Land (Ceiling & Regulation) Act, 1976. On receipt of the said notice, the Owner filed a Writ Petition under Article 226 of the Constitution of India before the Hon'ble High Court, Calcutta being WP no.1002 of 2010 and the Hon'ble Court subsequently was also pleased to pass an order of status – quo in respect of the said land and further post this the Urban Land (Ceiling & Regulation) department issued the final notice under section 9 of the said Act bearing Memo no.71/ULC/BKP dated 18.08.2010. Thereafter, Owner/Promoter/Developer filed another Writ under Article 226 of the Constitution of India Petition before the Hon'ble High Court being WP no.1160 of 2010 challenging such final notice of the Urban Land (Ceiling & Regulation) Department. The Hon'ble Court, by an order dated 8th September 2010, was pleased to pass an interim order of injunction restraining Urban Land (Ceiling & Regulation) Department therein from giving any effect and/or further effect and/or from taking steps in terms of the said Final Statement communicated to the Owner. The said order of the Hon'ble Court thereafter extended by the Hon'ble Court time to time and lastly, the Hon'ble Court was pleased to extend the said order by an order dated 9th October 2012 until further orders.
- xx. Thus the said Happy Highrises Limited was now absolutely seized and possessed of or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 22.90 acres (hereinafter referred to as the said **SUBJECT LAND**) be the same a more or less out of the said entire land situate lying at and being part of municipal holding No.187F/1, Barrackpore Trunk Road, Kolkata-700 115 in Ward No.14 of Panihati Municipality more fully and particularly described in the **Part II of Schedule A** hereunder written free from all encumbrances, charges, liens, lis pendens, acquisitions, requisitions trusts of whatsoever nature.
- xxi. On the basis of the assurance provided by the Panihati Municipality, the said Happy Highrises Limited had got a final plan duly sanctioned by Panihati Municipality having No.1005 dated 11th March 2011 for construction of a multistoried multi-use and residential building complex comprising of various independent building towers upon the "said Subject Land" now known as **GODREJ PRAKRITI**.
- xxii. Thereafter, said Happy Highrises Limited had revised the aforementioned plan duly sanctioned by Panihati Municipality having No.681 dated 30th December 2015.
- xxiii. The said plan was revised and a modified Sanctioned Plan No. 273 dated 26th November, 2019 was made available by the Panihati Municipality.

- xxiv. By an application, being Company Scheme Petition No.23 of 2017 under Sections 391 to 394 of the Companies Act, 1956 and Sections 230 to 232 of the Companies Act, 2013 for amalgamation of the said Happy Highrises Limited with Godrej Properties Limited, was filed in the Hon'ble National Company Law Tribunal, Mumbai Bench and by an order dated 29th March 2017 passed by the Hon'ble National Company Law Tribunal, Mumbai Bench, the Happy Highrises Limited was amalgamated and merged with Godrej Properties Limited (the Promoter/Owner/Developer herein).
- xxv. In view of the said amalgamation of the said Happy Highrises Limited with Godrej Properties Limited all assets, liabilities, right, title, interest and obligations of the Happy Highrises Limited have been transferred and vested with Godrej Properties Limited and on and from effective date of 1st day of May 2016 the said Happy Highrises Limited has become Godrej Properties Limited.
- xxvi. In view of the above, the Promoter/Owner/Developer is the absolute and lawful owner of the said Subject Land, described in **Part I of Schedule A** hereunder written, which was transferred vide Conveyance dated the 18th day of July, 2007 made between NTC and Happy Highrises Limited, registered at the office of the Additional District Sub-Registrar, Barrackpore in Book No.I, Volume No.2, Pages 175 to 192, Being No.4760 for the year 2007.
- xxvii. The Developer/Owner/Promoter has commenced the development of the Project/phase as per the layout plan on all that piece and parcel of land measuring about 0.8667 Acres, being a part of the Subject Land, morefully described in **Part II of Schedule A**. The Project Land is earmarked for the purpose of building a multistoried mixed use Residential Project consisting of two towers- Tower – Q (Sahyadri) with (B+G + 21 floors), Tower – R(Kumayun) (B+G + 21 floors) and one Multi Level Car Parking (MLCP) Building (G+4 Floors) and the said Project shall be known as **“RETREAT AT GODREJ PRAKRITI”**(Project/Phase). The MLCP shall be utilized by all the project/phases on the Subject Land.
- xxviii. The Allottee/s has/have been informed and has/have understood that the Promoter/Owner/Developer may at its discretion construct additional floors in Tower Q (Sahyadri) and R (Kumayun) and the Allottee/s are agreeable to the same. The Allottee/s has/have also been informed that though at present, the sanctioned plan for the Project has been approved for construction of the said Towers – Q(Sahyadri) and R(Kumayun) upto B+G + 21 floors, however, the Environmental Clearance for the two abovementioned towers has been received for B+G+19 floors. The Promoter/Owner/ Developer has submitted the revised application to the State Environment Impact Assessment Authority, West Bengal, and approval of the same is awaited. The Allottee/s understand/s and is aware that upon receipt of the aforesaid Environmental Clearance the developer intends to construct the remaining 2(two) floors on the said Towers – Q (Sahyadri) and R(Kumayun) (**“Balance Floors”**). In the event if the Promoter/Owner/Developer is unable to construct the Balance Floors in the said Tower due to any reason whatsoever, the said Tower – Q(Sahyadri) and R(Kumayun) will be constructed till the 19th Floor in accordance with the statutory approvals. The Allottee/s has/have confirmed that he/she/they has/have no objection to the above;
- xxix. The Promoter is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter/Owner/Developer regarding the said project land on which project is to be constructed have been completed.

- xxx. The Developer has submitted the notice of commencement under the prescribed format before the Panihati Municipality on 09.05.2022. The notice was duly acknowledged by the said Panihati Municipality on 10.05.2022.
- xxxii. The Promoter/Owner/Developer has obtained the final layout plan approvals for the Project from Panihati Municipality. The Promoter/Owner/Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- xxxiii. The Promoter/Owner/Developer has registered the project under the provisions of the Act with the Real Estate Regulatory Authority at _____ No. _____ On _____ under registration.
- xxxiiii. The Allottee/s had applied for an apartment in the Project vide an Application dated _____ and recorded on (App. Date) and has been allotted apartment No. **(Apt. No)** having carpet area of **(Carpet Area in Sq.Mtr)** square meter / **(Carpet Area in Sq.Ft.)** square feet, type **(Unit Type)**, on **(Floor No.)** floor in (No./Name) **(Tower No.)** (“**Tower**”) along with 1(one) no. of garage/closed parking on a right to use basis as permissible under the applicable law and of pro rata share in the common areas (“**Common Areas**”) as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the “**Apartment**”) more particularly described in **Schedule “A”** and the floor plan or the apartment is annexed hereto and marked as **Schedule “B”**;
- xxxv. The Parties have gone through all the terms and conditions of this Agreement and understand mutual rights and obligations detailed herein;
- xxxvi. The Parties hereby confirm that they are signing the Agreement with full knowledge of all the laws, rules, regulations, mandates, notifications, etc., applicable to the Project;
- xxxvii. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in the present Agreement and all applicable laws, are now willing to enter into this Agreement on the basis of the terms and conditions appearing hereinafter;
- xxxviii. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell , transfer and convey and the Allottee/s hereby agrees to purchase the Apartment as specified in para XXXIII.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS :

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter/Owner/Developer agrees to sell to the Allottee/s and the Allottee/s hereby agrees to purchase the Apartment as specified in para XXXIII.
- 1.2 The Total Price for the Apartment based on the carpet area is **Rs. (Total Consideration)/-** (Rupees **(Total Consideration in Words)** only) (“**Total Price**”) (Breakup and description morefully described in “**Schedule C**”)::

| | |
|---|------------------------------------|
| Block/Building/Tower No. (Tower No.) Apartment No. (Apt. No) Apartment Type: Residential (Unit Type) Floor (Floor No.) | Rate of Unit per square feet |
| TOTAL PRICE | Rs. (Total Consideration)/- |

Explanation:

- i. The Total Price above includes the booking amount paid by the Allottee/s to the Promoter/Owner/Developer towards the Apartment;
The Total Price above includes Taxes (consisting of tax paid or payable by the Developer by way of value Added Tax, Service Tax, G.S.T., C.G.S.T. if any as per law and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer) up to the date of handing over the possession of the Apartment Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee/s to the Promoter/Owner/Developer shall be increased/reduced based on such change/modification;
- ii. The Promoter/Owner/Developer shall periodically intimate in writing to the Allottee/s, the amount payable as stated in (i) above and the Allottee/s shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Promoter/Owner/Developer shall provide to the Allottee/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- iii. The Total price of the Unit includes (1) Pro Rata share in the common areas and (2) 1(one) no. of garage(s)/closed parking(s) as provided in the agreement.

1.3 The Total Price is escalation-free, save and except increases which the Allottee/s hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter/Owner/Developer undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost/charges imposed by the competent authorities, the Promoter/Owner/Developer shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

1.4 The Allottee/s shall make the payment as per the payment plan set out in **Schedule “C” (“Payment Plan”)**.

1.5 The Promoter/Owner/Developer may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee/s by discounting such early payments @ N.A.% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter/Owner/Developer.

It is agreed that the Promoter/Owner/Developer shall not make any additions or alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee/s. Provided that the Promoter/Owner/Developer may make such minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as per the provisions of the Act.

1.6 The Promoter/Owner/Developer shall confirm to the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Owner/Developer. If there is a reduction in the carpet area within the defined limit then the Promoter/Owner/Developer shall refund the excess money paid by the Allottee/s within 45 (forty five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to the allottee, the Promoter/Owner/Developer shall demand that from the Allottee/s as per the next milestone of the Payment Plan as provided in **Schedule "C"**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of the Agreement.

1.7 Subject to para 9.3 the Promoter/Owner/Developer agrees and acknowledges, the Allottee/s shall have the right to the Apartment as mentioned below :

- i. The Allottee/s shall have exclusive ownership of the Apartment ;
- ii. The Allottee/s shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee/s in the Common Areas is undivided and cannot be divided or separated, the Allottee/s shall use the Common Areas 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 shall always be subject to the timely payment of the maintenance charges and other charges as applicable. It is clarified that the Promoter/Owner/Developer shall convey undivided proportionate title in the common areas to the Association of Allottee/s as provided in the Act.
- iii. That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities as provided within the Project;

1.8 It is made clear by the Promoter/Owner/Developer and the Allottee/s agrees that the Apartment along with the parking space shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Subject Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee/s. It is clarified that Project's

facilities and amenities shall be available only for use and enjoyment of the Allottee/s of the Subject Land.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the project, namely **RETREAT AT GODREJ PRAKRITI** shall not form part of the declaration to be filed with the competent authority in accordance with the West Bengal Apartment Ownership Act, 1972.

1.9 The Promoter/Owner/Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee/s, which it has collected from the Allottee/s, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, 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 Promoter/Owner/Developer fails to pay all or any of the outgoings collected by it from the Allottee/s or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee/s, the Promoter/Owner/Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.10 The Allottee/s has paid a sum of **Rs. (Receipt Amt)/- (Rupees (Receipt Amt in Words) only)** as part of the Booking Amount, being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter/Owner/Developer hereby acknowledges and the Allottee/s hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (**Schedule "C"**) as may be demanded by the Promoter/Owner/Developer within the time and in the manner specified therein: Provided that if the Allottee/s delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT :**

Subject to the conditions of the Agreement and the Promoter/Owner/Developer abiding by the construction milestones, the Allottee/s shall make all payments, on written demand by the Promoter/Owner/Developer, within the stipulated time as mentioned in the Payment Plan [through A/c. Payee cheque/demand draft/ or online payment (as applicable) in favour of 'Retreat at Godrej Prakriti Collection Account' payable at Kolkata.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES :**

3.1 The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter/Owner/Developer with such permission, approvals which would enable the Promoter/Owner/Developer to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the

Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter/Owner/Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee/s shall keep the Promoter/Owner/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter/Owner/Developer immediately and comply with necessary formalities if any under the applicable laws. The Promoter/Owner/Developer shall not be responsible towards any third party making payment/remittance on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter/Owner/Developer shall be issuing the payment receipts in favour of the Allottee/s only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS :**

The Allottee/s authorizes the Promoter/Owner/Developer to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding if any, in his/her name as the Promoter/Owner/Developer in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter/Owner/Developer to adjust his payments in any manner.

5. **TIME IS ESSENCE :**

Time is of Essence for the Promoter/Owner/Developer as well as the Allottee. The Promoter/Owner/Developer shall abide by the time schedule for completing the project and handing over the apartment to the allottee and the common areas to the Association of the Allottee/s after receiving the occupancy certificate or completion certificate or both, as the case may be. Similarly the Allottee shall make timely payments of the installments of other dues payable by him/her and meeting the other obligation under the Agreement subject to simultaneous completion of construction by the Promoter/Owner/Developer as provided in **Schedule C** (Payment Plan).

6. **CONSTRUCTION OF THE PROJECT/APARTMENT :**

6.1 The Allottee/s has seen the, specifications of the Apartment and accepted the payment plan, floor plan, layout plan (annexed along with this agreement) which has been approved by the competent authority, as represented by the Promoter/Owner/Developer. The Promoter/Owner/Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications subject to the terms in this Agreement, the Promoter/Owner/Developer undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Relevant Laws and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter/Owner/Developer shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE APARTMENT/FLAT:**

7.1 **Schedule for possession of the said Apartment/Flat**– The Promoter/Owner/Developer agrees and understands that timely delivery of possession of the Apartment to the Allottee/s is the essence of the Agreement. The Promoter/Owner/Developer as based on the approved plans and specifications, assures to hand over possession of the Apartment on _____ unless

there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure condition then the Allottee/s agrees that the Promoter/Owner/Developer shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Promoter/Owner/Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter/Owner/Developer shall refund to the Allottee/s the entire amount received by the Promoter/Owner/Developer from the allotment within 45 (forty five) days from that date. After refund of the money paid by the Allottee/s, the Allottee/s agrees that he/she shall not have any rights, claims etc. against the Promoter/Owner/Developer and that the Promoter/Owner/Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession – The Promoter/Owner/Developer, upon obtaining the occupancy certificate from the competent authority, shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter/Owner/Developer shall give possession of the Apartment to the Allottee/s. The Promoter/Owner/Developer agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Owner/Developer. The Allottee/s, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Owner/Developer/association of Allottee/s, as the case may be. The Promoter/Owner/Developer on its behalf shall offer possession to the Allottee in writing within 90 (Ninety) days of receiving the occupancy certificate of the project.

7.2 **Failure of Allottee/s to take Possession of Apartment/Flat** – Upon receiving a written intimation from the Promoter/Owner/Developer as per para 7.2, the Allottee/s shall take possession of the Apartment from the Promoter/Owner/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Owner/Developer shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in para 7.2 such Allottee/s shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.3 **Possession of the Allottee/s** – After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee/s, it shall be the responsibility of the Promoter/Owner/Developer to hand over the necessary documents and plans, including common areas, to the association of Allottee/s or the competent authority, as the case may be, as per the local laws.

7.4 **Cancellation by Allottee/s:** The Allottee/s shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Provided that where the Allottee/s proposes to cancel/withdraw from the project without any fault of the Promoter/Owner/Developer, the Promoter/Owner/Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee/s shall be

returned by the Promoter/Owner/Developer to the Allottee/s within 45 (forty five) days of such cancellation.

7.5 **Compensation:** The Promoter/Owner/Developer shall compensate the Allottee/s in case of any loss caused by him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter/Owner/Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of business as a Developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter/Owner/Developer shall be liable, on demand to the Allottee/s, in case the Allottee/s wishes to withdraw from the Project without prejudice to any other remedy available to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee/s does not intend to withdraw from the Project, the Promoter/Owner/Developer shall pay the Allottee/s interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/OWNER/DEVELOPER:**

8.1 The Promoter/Owner/Developer hereby represents and warrants to the Allottee/s as follows:

- i. The Promoter/Owner/Developer has absolute, clear, free and marketable title with respect to the Project Land; the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land for the Project;
- ii. The Promoter/Owner/Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- iii. There are no encumbrances upon the Project land;
- iv. There are no litigations pending before any Court of Law or Authority with respect to the Project Land, Project or the Apartment ;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Owner/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building and Apartment and common areas;
- vi. The Promoter/Owner/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- vii. The Promoter/Owner/Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any

person or party with respect to the Project Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;

- viii. The Promoter/Owner/Developer confirms that the Promoter/Owner/Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed the Promoter/Owner/Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee/s and the common areas to the association of Allottee/s.
- x. The Schedule Property is not the subject matter of any HUF and no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- xi. The Promoter/Owner/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the Competent Authority.
- xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter/Owner/Developer in respect of the Project Land and/or the Project.
- xiii. That the property is not a waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES :

- 9.1 Subject to the Force Majeure clause, the Promoter/Owner/Developer shall be considered under a condition of Default, in the following events:
 - i. Promoter/Owner/Developer fails to provide ready to move in possession of the Apartment to the Allottee/s within the time period specified For the purpose of this para 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respect;
 - ii. Discontinuance of the Promoter/Owner/Developer's business as a Promoter/Owner/Developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2 In case of Default by Promoter/Owner/Developer under the conditions listed above, Allottee/s is entitled to the following :
 - i. Stop making further payments to Promoter/Owner/Developer as demanded by the Promoter/Owner/Developer. If the Allottee/s stops making payments the Promoter/Owner/Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee/s be required to make the next payment without any interest; or
 - ii. The Allottee/s shall have the option of terminating the Agreement in which case the Promoter/Owner/Developer shall be liable to refund the entire money paid by the Allottee/s under any head whatsoever towards the purchase of

the apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice;

Provided that where an Allottee/s does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter/Owner/Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment.

9.3 The Allottee/s shall be considered under a condition of Default, on the occurrence of the following events:

- a. In case the Allottee/s fails to make payment for 2(two) consecutive demands made by the Promoter/Owner/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee/s shall be liable to pay interest to the Promoter/Owner/Developer on the unpaid amount at the rate prescribed in the Rules;
- b. In case of Default by Allottee/s under the condition listed above continues for a period beyond consecutive months after notice from the Promoter/Owner/Developer in this regard, the Promoter/Owner/Developer shall cancel the allotment of the Apartment in favour of the Allottee/s and refund the money paid to him by the Allottee/s by deducting inter alia the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

10. **CONVEYANCE OF THE SAID APARTMENT :**

The Promoter/Owner/Developer, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee/s, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate. However, in case the Allottee/s fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the notice, the Allottee/s authorizes the Promoter/Owner/Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter/Owner/Developer is made by the Allottee/s. The Allottee/s shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authorities.

11. **MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:**

The Promoter/Owner/Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Allottee/s. The cost of such maintenance has been included in the Total Price of the Apartment.

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter/Owner/Developer as per the agreement for sale relating to such development is brought to the notice of the Promoter/Owner/Developer within a period of 5 (five) years by the Allottee/s from the date of handing over possession, it shall be the duty of the Promoter/Owner/Developer to rectify such defects without further charge, within 30(thirty) days, and in the event of Promoter/Owner/Developer's failure to rectify such defects within such time, the

aggrieved Allottee/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. **RIGHT OF THE ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:**

The Allottee hereby agrees to purchase the Apartment on the specific understanding that is/her right to the use of common areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of the allottee and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottee/s from time to time.

14. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS :**

The Promoter/Owner/Developer /maintenance agency/association of Allottee/s shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee/s agrees to permit the Association of Allottee/s and/or maintenance agency to enter into the Apartment or any part thereof after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE :**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within **RETREAT AT GODREJ PRAKRITI**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set room, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee/s shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association of Allottee/s formed by the Allottee/s for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT :**

Subject to para 12 above, the Allottee/s shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee/s further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/ façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/s shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee/s shall also not remove any wall including the outer and load bearing wall of the Apartment. The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter/Owner/Developer and thereafter the Association of Allottee/s and/or maintenance agency appointed by Association of Allottee/s. The Allottee/s shall be

responsible for any loss or damages arising out of breach of any of the aforementioned conditions.

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE :**

The Allottee/s are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Apartment at his/her own cost.

18. **ADDITIONAL CONSTRUCTIONS :**

The Promoter/Owner/Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, has been approved by the competent authority(ies) except for as provided in the Act.

19. **PROMOTER/OWNER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter/Owner/Developer executes this Agreement, it shall not mortgage or create a charge on the Apartment/Project Land and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Apartment.

20. **APARTMENT OWNERSHIP ACT**

The Promoter/Owner/Developer has assured the Allottee/s that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

The Promoter/Owner/Developer showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. **BINDING EFFECT :**

Forwarding this Agreement to the Allottee/s by the Promoter/Owner/Developer does not create a binding obligation on the part of the Promoter/Owner/Developer or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar at Kolkata as and when intimated by the Promoter/Owner/Developer. If the Allottee/s fails to execute and deliver to the Promoter/Owner/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter/Owner/Developer, then the Promoter/Owner/Developer shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the amount paid towards booking shall be returned to the Allottee/s without any interest or compensation whatsoever.

22. **ENTIRE AGREEMENT :**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences,

arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

23. **RIGHT TO AMEND :**

This Agreement may only be amended through written consent of the Parties.

24. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S/SUBSEQUENT ALLOTTEE/S :**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. **WAIVER NOT A LIMITATION TO ENFORCE :**

25.1 The Promoter/Owner/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/s in not making payments as per the Payment Plan **Schedule "C"** including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/s that exercise of discretion by the Promoter/Owner/Developer in the case of one Allottee/s shall not be construed to be a precedent and/or binding on the Promoter/Owner/Developer to exercise such discretion in the case of other Allottee/s.

25.2 Failure on the part of the Parties to enforce at anytime or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. **SEVERABILITY :**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :**

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

28. **FURTHER ASSURANCES :**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. **PLACE OF EXECUTION :**

The execution of this Agreement shall be completed only upon its execution by the Promoter/Owner/Developer through its authorized signatory at the Promoter/Owner/Developer's Office, or at some other place, which may be mutually agreed between the Promoter/Owner/Developer and the Allottee/s, in Kolkata after the Agreement is duly executed by the Allottee/s and the Promoter/Owner/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. **NOTICES :**

That all notices to be served on the Allottee/s and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Developer by Registered Post/speed post/courier service/e-mail at their respective addresses specified below:

(1ST APPLICANT) (Name of the Allottee)
(Address) (Allottee/s Address)

GODREJ PROPERTIES LIMITED (Developer Name)
Godrej Waterside, Tower-II,
Unit 109, DP-5, Sector-V,
Saltlake, Kolkata-700091 (Developer Address)

It shall be the duty of the Allottee/s and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Allottee/s, as the case may be.

31. **JOINT ALLOTTEE/S :**

That in case there are Joint Allottee/s all communications shall be sent by the Developer to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes be considered to be properly served on all the Allottee/s.

32. **GOVERNING LAW :**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. **DISPUTE RESOLUTION :**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

The additional terms and conditions as per the contractual understanding between the parties are captured herein below. However, it has been ensured that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Acts and Rules and Regulations made thereunder. In the event of any conflict the terms of the WBRERA Clauses will prevail.

ADDITIONAL DEFINITIONS:

For the purpose of further clarity in this Agreement, unless the context otherwise requires:

- (i) **APARTMENT:** shall mean the Apartment No. (**Apt. No**) in the Tower/Building named/No. (**Tower No.**), situated on the (**Floor No.**) floor, having carpet area of (**Carpet Area in Sq.Mtr**) sq.mt./ (**Carpet Area in Sq.Ft.**) sq.ft. (**approx.**), as described in **Part III of Schedule A** along with 1(one) no. parking space, as permissible under the applicable law and pro rata share in the Common Areas, more particularly described in **Part III of Schedule A** and the floor plan or the apartment plan is annexed hereto and marked as **Schedule B**.
- (ii) **APEX BODY/FEDERATION/COMMON ORGANIZATION:** shall mean a body to be formed under Relevant Laws by the Developer to take over the overall charge of the Subject Land from the Developer and inter-alia for the purpose of managing and controlling the maintenance of the complex or any Association formed under the Relevant Laws.
- (iii) **ARCHITECTS:** shall mean Anirban Bakshi (MN Consultants One Design Solutions), the Architects appointed by the Promoter/Owner/Developer or such other Architect as the Promoter/Owner/Developer may appoint from time to time for the Project
- (iv) **ASSOCIATION:** shall mean a body formed under the West Bengal Apartment Ownership Act, 1972, or any other laws for the time being in force.
- (v) **BUILDING/TOWER:** shall mean the (**Tower No.**) in **RETREAT AT GODREJ PRAKRITI**, in which the Apartment is situated.
- (vi) **BOOKING AMOUNT:** shall mean 20% (twenty percent) of the Total Consideration.
- (vii) **CARPET AREA:** means the net usable floor area of Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment/ Flat for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment.
- (viii) **NOTICE FOR POSSESSION:** shall mean the notice contemplated in Clause 7.
- (ix) **EXCLUSIVE AREAS:** means exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s and other areas appurtenant to the said Apartment for exclusive use of the Allottee/s.
- (x) **FORCE MAJEURE:** shall in addition to the above mean delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project reasons beyond the control of the Promoter/Owner/Developer;
- (xi) **NON REFUNDABLE AMOUNT:** shall mean (a) Booking Amount (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if

any, and (d) administrative charges as per Promoter/Owner/Developer's policy and (e) all taxes paid by the Promoter/Owner/Developer to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Allottee/s has opted for subvention plan) which the Promoter/Owner/Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Promoter/Owner/Developer to the bank.

- (xii) **PROJECT LAND:** shall mean the portion of the Subject Land, more particularly described in **Part II of Schedule "A"** hereunder written.
- (xiii) **PROJECT/PHASE:** shall mean a multistoried Residential Project consisting of two towers- Tower – Q(Sahyadri) with (B+G+21 floors), Tower – R(Kumayun) (B+G + 21 floors) and one Multi Level Car Parking (MLCP)Building (G+4 Floors) along with the Common Areas, parts and facilities, to be developed on the Project Land in the name and style **RETREAT at GODREJ PRAKRITI.**
- (xiv) **RELEVANT LAWS/APPLICABLE LAWS:** means and includes any applicable Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications, circulars, directives, order, direction, judgment, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement;
- (xv) **SUBJECT LAND:** shall mean All That the piece and parcel of land containing an area of 22.90 acres be the same a little more or less situate lying at and being Municipal Holding No.187F/1, Barrackpore Trunk Road, Kolkata-700 115, Ward No.14 of Panihati Municipality comprised in Mouza Sukchar, P.S. Khardah, J.L. No.09, R.S. Modified New Khatian No. 1886 (12.694 acres) and in Mouza Rambhadrabati J.L. No.07 P.S. Khardah, L.R. Khatian No.1023 (10.206 acres) more fully and particularly described in the **Part I of Schedule "A"** hereunder written.

34. OTHER TERMS AND CONDITIONS

34.1 It is clarified that as per the provisions of the said Act, this Agreement shall be registered before the Registration Authority on or before receipt of 10% the Total Price, which is part of the Booking Amount.

34.2 Additional disclosures and details are as follows:

- i. The Promoter/Owner/Developer has appointed Anirban Bakshi (MN Consultants One Design Solutions) - Architects and entered into a standard Agreement with them registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- ii. The Promoter/Owner/Developer has appointed M N Consultants Private Limited, as structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter/Owner/Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings;
- iii. The Promoter/Owner/Developer has sole and exclusive right to sell the Apartment in the said Building/s to be constructed by the

Promoter/Owner/Developer in the said Phase and to enter into Agreement/s with the Allottee/s of the Apartment and receive the sale consideration in respect thereof;

- iv. On demand from the Allottee/s, the Promoter/Owner/Developer has given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter/Owner/Developer's Architects and of such other documents as are specified under the Act, the Rules and Regulations made thereunder;
- v. The specifications, fixtures and fittings like the flooring, sanitary fittings and amenities with regard to the Apartment with particular brand or its equivalent thereof to be provided by the Developer in the said Building(s)/wing(s) and the Apartment as are set out in "**Schedule D**". The Allottee/s is/are satisfied about the specifications, fixtures and fittings agreed to be provided by the Developer and undertakes that the Allottee/s shall not raise any objection in respect thereof hereafter
- vi. The Promoter/Owner/Developer has obtained approvals from the concerned local authority(s) to the plans for the said Building/s and shall also obtain balance approvals (if any) from various authorities from time to time, including but not limited to Occupancy Certificate of the said Building;
- vii. While sanctioning the said Project concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter/Owner/Developer while developing the Project Land and the said Building/s and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building/s shall be granted by the concerned local authority;
- viii. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- ix. The Developer has the discretion to raise the invoices of the milestone which has been completed/achieved irrespective of sequences of milestones.

34.3 TAX DEDUCTED AT SOURCE

The Allottee/s is aware that the Allottee/s has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter/Owner/Developer, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Allottee/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

34.4 INTEREST

- i. All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act/ Rules ("**Interest**") from the date they fall due till the date of receipt/realization of payment by the other Party.

- ii. Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
- iii. Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amounts remaining unpaid by the Purchaser/s under this Agreement, have a first charge / lien on the Apartment/Flat and the Car Park(s) and the Purchaser/s shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Purchaser/s under this Agreement, to the Developer. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Developer.

34.5 FLOOR SPACE INDEX

- i. The Allottee/s has/have been informed and is/are aware that the buildable area has been sanctioned for the Layout as a Project Land on the basis of the available Floor Space Index (“FSI”) on the Subject Land and accordingly the Promoter/Owner/Developer has developed/is in the process of developing the Subject Land in multiple phases.
- ii. The Promoter/Owner/Developer declares that FSI available as on date in respect of the Subject Land is 254851.83 Square meters only and the Promoter/Owner/Developer has planned to utilize FSI of 251435.67 square meters on the said Subject Land or by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulations or based on the expectation of increased FSI which may become available in future.
- iii. Further, the Allottee/s has/have been informed and acknowledge(s) that the FSI proposed to be consumed in the Phase may not be proportionate to the area of the Project Land on which it is being constructed in proportion to the total area of the Subject Land taking into account the FSI to be utilized for all buildings to be constructed thereon. The Promoter/Owner/Developer in its sole and absolute discretion, may allocate such buildable FSI for each of the buildings being constructed on the Project Land/Subject Land as it thinks fit and the Allottee/s of the apartment(s) in such buildings (including the Allottee/s) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the building or the Project Land.
- iv. The Allottee/s acknowledge(s) that the Promoter/Owner/Developer alone is entitled to utilize and deal with all the development potential of the Project Land/Subject Land including the existing and future FSI and /or transferable development rights (“TDR”) heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the Project Land/Subject Land or elsewhere as may be permitted and in such manner as the Promoter/Owner/Developer deems fit.
- v. The Allottee/s further acknowledge(s) that, at its sole discretion (i) the Promoter/Owner/Developer shall also be entitled to freely deal with other phases comprised in the said Project Land/Subject Land (along with the FSI/TDR or otherwise) including by way of sale/transfer to any entity as the Promoter/Owner/Developer may deem fit (ii) the Promoter/Owner/Developer may also sell/transfer its stake in the other phases to any person as it deem fit, in accordance to the then existing laws. The Allottee/s has/have entered into this

Agreement knowing fully well the scheme of development to be carried out by the Promoter/Owner/Developer on the Project Land/Subject Land.

- vi. Neither the Allottee/s nor any of the other Allottee/s of the apartment(s) in the buildings being constructed on the Project Land (including the Building) nor the Association/Apex Body/Federation/Common Organisation to be formed of Allottee/s of apartment(s) in such buildings (including the Building) shall be entitled to claim any FSI and/or TDR howsoever available on the Project Land. All FSI and/or TDR at any time available in respect of the Subject Land in accordance with the Layout or any part thereof shall always belong absolutely to the Promoter/Owner/Developer, till the time the development of the entire Layout as contemplated by the Promoter/Owner/Developer is completed by the Promoter/Owner/Developer and building(s) /Project Land is conveyed to the Association/Apex Body/Federation/Common Organization in the manner set out herein below.
- vii. The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the Project Land shall always be available to and shall always be for the benefit of the Promoter/Owner/Developer and the Promoter/Owner/Developer shall have the right to deal / use the FSI / TDR as it may deem fit, without any objection/interference from the Allottee/s / Association/Federation/Common Organization. In the event of any additional FSI in respect of the Project Land or any part thereof being increased as a result of the any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at anytime, hereafter, the Promoter/Owner/Developer alone shall be entitled to the ownership and benefit of the all such additional FSI for the purpose of the development and / or additions to the built up area on the Project Land as may be permissible.
- viii. The Allottee/s or the Association/Apex Body/Federation/Common Organisation of the Allottee/s shall not alter/demolish/construct or redevelop the Building or the Project Land or any part thereof until and unless the Building is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law or use any unutilized or increased FSI available on the Project Land. It is also agreed by the Allottee/s that even after the formation of the Association/Apex Body/Federation/Common Organisation, the Promoter/Owner/Developer, if permitted by the Panihati Municipality and other authorities, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Project Land and shall thereby continue to retain full right and authority to develop the Project Land and to utilize the entire FSI and / or any incremental development potential that may be available from time to time. Further, such potential or additional construction shall at all times be the sole property of the Promoter/Owner/Developer who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Promoter/Owner/Developer may deem fit.

34.6 SATISFIED WITH THE DEVELOPER'S TITLE

The Allottee/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the Project Land /Building and has expressly understood the contents, terms and conditions of the same and the Developer has entered into this Agreement with the Allottee/s relying solely on the Allottee/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Allottee/s to be observed, performed and fulfilled and complied with and therefore, the Allottee/s

hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developer and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Allottee/s.

34.7 OUTGOINGS

- i. From the Date of Notice for Possession, the Allottee/s shall be liable to bear and pay the proportionate share of outgoings in respect of the Land and Tower namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and building/s.
- ii. Untill the conveyance of the structure of the Building(s)/Tower to the Association/Apex Body/Federation/Common Organisation, the Allottee/s shall pay to the Promoter/Owner/Developer such proportionate share of outgoings as may be determined by the Association/Apex Body/Federation/Common Organization. The Allottee/s further agrees that till the Allottee/s' share is so determined, the Allottee/s shall pay to the Promoter/Owner/Developer provisional monthly contribution as determined by the Promoter/Owner/Developer from time to time. The amounts so paid by the Allottee/s to the Promoter/Owner/Developer shall not carry any interest and remain with the Promoter/Owner/Developer until a conveyance in favour of the Association/Apex Body/Federation/Common Organisation as aforesaid. On such conveyance being executed, the balance amount of deposits shall be paid over by the Promoter/Owner/Developer to the Association/Apex Body/Federation/Common Organisation.
- iii. The Promoter/Owner/Developer shall maintain a separate account in respect of sums received by the Promoter/Owner/Developer from the Allottee/s as advance or deposit, sums received and retained by the Promoter/Owner/Developer till the time the Association/Apex Body/Federation/Common Organisation is formed, subsequently on account of Association or Apex Body/Federation/Common Organization or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- iv. In case the transaction being executed by this Agreement between the Developer and the Allottee/s is facilitated by a registered real estate agent/channel partner/broker, all amounts (including taxes) agreed as payable remuneration/fees/charge for services/commission/brokerage to the registered real estate agent/channel partner/broker, shall be paid by the Developer/Allottee/s/both, as the case may be, in accordance with the agreed terms of payment.

34.8 ASSOCIATION STRUCTURE

- i. The Developer shall at its discretion, as prescribed under the Relevant Laws, form association of the Allottee/s of apartment(s)/flat(s)/premises/units in the Building(s) (being either a co-operative society/condominium/limited company or combination of them as per the Relevant Laws), as it may deem fit and proper in respect of each of the building(s) comprised in Project known by such name as the

Developer may decide, which shall be responsible for maintenance and management of the Building, within such period as may be prescribed under the Relevant Laws.

- ii. form an Apex Organization (being either a co-operative society/condominium/limited company/federation or combination of them as per the Relevant Laws) ("**Apex Body**") for the entire development or separate apex Association / Apex body/Federation/Common Organization (being either a co-operative society/condominium/limited company/federation or combination of them as per the Relevant Laws) ("**Apex Bodies**") for each of residential and commercial zones, as the Developer may deem fit, for the purposes of effective maintenance and management of the entire Project including for common areas and amenities of the Project at such time and in such a manner as the Developer may deem fit to be known by such name as the Developer may decide, within such period as may be prescribed under the Relevant Laws.
- iii. with a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company (in the manner set out in clause 21 below), the maintenance and management of the Project, without any reference to the Purchaser/s and other occupants of the Project, even after formation of the Association/Apex Body/Federation/Common Organizations on such terms and conditions as the Developer may deem fit and the Allottee/s hereby gives their unequivocal consent for the same. For this purposes the Promoter/Owner/Developer may, in its discretion provide suitable provisions in the constitutional documents of the Association/Apex Body/Apex Bodies/Federation/Common Organization.
- iv. Make provisions for payment of outgoings/CAM to the Association & the Apex Body/Federation/Common Organization for the purposes of maintenance of Building in which the Apartment/Flat is located and the entire Project.
- v. Except Car Parking(s) allotted by the Developer in accordance to this Agreement, the Allottee/s agree(s) and confirm(s) that all open car parking space(s) will be dealt with in accordance with the Relevant Laws. The Allottee/s hereby declares and confirms that except for the Car Parking(s) allotted by the Developer/Owner/Promoter, the Allottee/s does not require any parking space/s including open car parking space(s) and accordingly the Purchaser/s waives his/her/its/their claim, right, title, interest whatsoever on the areas of parking space(s) in the Project. The Allottee/s further agree(s) and undertake(s) that it shall have no concerns towards the identification and allotment/allocation of parking space(s) done by Developer / Association / Apex Body/Federation/Common Organization, at any time and shall not challenge the same anytime in future. The Allottee/s agree(s) and acknowledge(s) that Promoter/Owner/Developer/the association/Apex Body shall deal with the parking space(s) in the manner association / Apex Body/Federation/Common Organization deems fit, subject to the terms of bye-laws and constitutional documents of the association / Apex Body / the Relevant Laws.
- vi. The Developer/Owner/Promoter acknowledges and accepts the aforementioned waiver and accordingly has given effect to the same while calculating the Total Consideration.
- vii. The Purchaser/s hereby acknowledge(s) and agree(s) that the Project is a part of a layout development and as such the Developer would be conveying only the built-up area of the Building (except the basement and podium) to the association formed of the individual building(s)/wing(s) and the underlying Land would be conveyed to the

society/Apex Body / Federation/Common Organization formed of the association, which shall be in accordance with the timelines stipulated under the Relevant Laws. The Developer shall convey its title in respect of the Land to the Association / Apex Body /Federation/Common Organization within such period as the Developer may deem fit, however such conveyance shall not be later than 5 (five) years from date of the completion of the entire development of the said Land by utilizing the entire FSI/TDR that may be permitted to be utilized therein in accordance with D.C. Regulations that may be in force from time to time and sale of all the apartments/flats/premises / commercial office / units in the said Building/s / Wing/s and receipt of the entire consideration in respect thereof. The Allottee/s hereby agree(s) that he/she/it has understood the provisions of this clause and hereby gives his/her/its unequivocal consent for the same. The Allottee/s hereby agree(s) and confirm(s) that till conveyance of the buildings and underlying Land to the association or Apex Body / /Federation/Common Organization (as the case may be), the Purchaser/s shall continue to pay all the outgoings as imposed by the concerned authorities and proportionate charges to the Developer from time to time.

- viii. The Purchaser/s agree(s) and undertake(s), to sign and execute all applications and other papers and documents, including but not limited to the bye-laws/memorandum and articles of association / Apex Body /Federation/Common Organization drafted/adopted by the Developer for the association, necessary for the formation and registration of the association / Apex Body / Apex Bodies/Federation/Common Organization within 10 (ten) days from intimation by the Developer/owner/Promoter. The Allottee/s agree(s) not to object to any changes/amendments made by the Developer in the draft/model bye-laws/memorandum and articles of association / Apex Body /Federation/Common Organization for the association. The Allottee/s shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Developer and the other allottees of apartment(s)/flat(s)/premises/units in the Building(s)/Wing(s). The Allottee/s shall be bound by the rules, regulations and bye-laws/memorandum and articles of association / Apex Body /Federation/Common Organization and the terms and conditions contained in the Indenture. No objection shall be raised by the Purchaser/s, if any changes or modifications are made in the draft bye-law of the association / Apex Body / /Federation/Common Organization by the Developer as the case may be or as may be required by the Registrar of Cooperative Societies or any other competent authority. The Purchaser/s hereby authorize(s) the Developer to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose.
- ix. The Developer may become a member of the association / Apex Body / Federation/Common Organization to the extent of all unsold and/or unallotted apartment(s)/flat(s)/premises/units, areas and spaces in the Building(s)/Wing(s).
- x. All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such deed of assignment/transfer shall be borne and paid by the association/all purchasers of apartments/flats/premises/units in the building/s / wing/s in the same proportion as the total area of the apartments/flats/premises/units bears to the total area of all the apartment(s)/flat(s)/premises/units in the said building/s / wing/s.

34.9 FACILITY MANAGEMENT COMPANY

- i. By executing this Agreement, the Allottee/s agree/s and consent/s to the appointment by the Promoter/Owner/Developer of any agency, firm, corporate body, organization or any other person ("**Facility Management Company**") to manage, upkeep and maintain the Project/Phase together with other

Project/Phase and the Subject Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Promoter/Owner/Developer may require to install, operate and maintain common areas, amenities, common facilities, parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Project/Phase. It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein till the time formation of the Association/Apex Body/Federation/Common Organisation. It is further agreed that the Association/Apex Body/Federation/Common Organisation may also appoint Facility Management company to manage, upkeep and maintain the Project/Phase and The Allottee/s hereby grants his/her/their/its consent confirming such agreement /contract/arrangement that the Promoter/Owner/Developer/Association/Apex Body/Federation/Common Organisation has or may have to enter into with the Facility Management Company. It is hereby clarified and the Allottee/s agrees and authorizes the Promoter/Owner/Developer to appoint the first Facility Management Company in the Project/Phase and post formation of the Association/Apex Body/Federation/Common Organisation , as the case may be, the Promoter/Owner/Developer will novate the facility management agreement (“**FM Agreement**”) in favor of the Association/Apex Body/Federation/Common Organisation, as the case may be and post expiry of the tenure of the FM Agreement, it shall have the option to either continue with the Facility Management Company appointed by the Promoter/Owner/Developer or appoint a new facility management company as it may deem fit. It is further expressly understood that the Promoter/Owner/Developer shall not in any manner be accountable, liable or responsible to any person including the Allottee/s and/or Association/Apex Body/Federation/Common Organisation for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Building and/or common areas, amenities and facilities thereto.

- 35** The Allottee/s agree(s) to pay the necessary fees as may be determined by the Promoter/Owner/Developer/Facility Management Company.
- 36** The Allottee/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoter/Owner/Developer/Association/Apex Body/Federation/Common Organisation/ Facility Management Company, for the purposes of framing rules for management of the Project/Phase and use of the Apartment by the Allottee/s for ensuring safety and safeguarding the interest of the Promoter/Owner/Developer/Association/Apex Body/Federation/Common Organisation/Facility Management Company and other Allottee/s of Apartment in the Project/Phase and the Allottee/s also agree(s) and confirm(s) not to raise any disputes/claims against the Promoter/Owner/Developer/Association/Apex Body/Federation/Common Organisation/Facility Management Company and other Allottee/s of Apartment in this regard.

34.10 FIT OUT MANUAL

- i. The Allottee/s agree(s) and undertake(s) that on receipt of possession, the Allottee/s shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Promoter/Owner/Developer/Association/Apex Body/Common Organisation (“**Fit-Out Manual**”) and without causing any disturbance, to the other Allottee/s of Apartment in the Building. The Fit-Out Manual will be shared at the time of handing over possession of the Apartment. Without

prejudice to the aforesaid, if the Allottee/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment or the Building, the Promoter/Owner/Developer shall be entitled to call upon the Allottee/s to rectify the same and to restore the Apartment and/or Building to its original condition within 30 (thirty) days from the date of intimation by the Promoter/Owner/Developer in that behalf. If the Allottee/s does not rectify the breach within the such period of 30 (thirty) days, the Promoter/Owner/Developer may carry out necessary rectification/restoration to the Apartment or the Building (on behalf of the Allottee/s) and all such costs/charges and expenses incurred by the Promoter/Owner/Developer shall be reimbursed by the Allottee/s. If the Allottee/s fail(s) to reimburse to the Promoter/Owner/Developer any such costs/charges and expenses within 7 (seven) days of demand by the Promoter/Owner/Developer, the same would be deemed to be a charge on the Apartment. The Allottee/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter/Owner/Developer (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoter/Owner/Developer or which the Promoter/Owner/Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Apartment or the Building(s) and (ii) for all costs and expenses incurred by the Promoter/Owner/Developer for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Apartment or the Building(s).

- ii. Upon the possession of the Apartment being delivered to the Allottee/s, the Allottee/s shall be deemed to have granted a license to the Promoter/Owner/Developer, its engineers, workmen, labourers or architects to enter upon the Apartment by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the Building or if necessary any part of the Apartment provided the Apartment is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Allottee/s or his agents and the Allottee/s shall reimburse and/or pay to the Promoter/Owner/Developer or any other person the loss or damage suffered by them on account of the act of the Allottee/s or his agents. The Promoter/Owner/Developer shall not be liable for any theft or loss or inconvenience caused to the Allottee/s on account of entry to the Apartment as aforesaid. If the Apartment is closed and in the opinion of the Promoter/Owner/Developer any rectification or restoration is necessary in the interest of the Building and/or Allottee/s therein, the Allottee/s consent(s) to the Promoter/Owner/Developer to break open the lock on the main door/entrance of the Apartment and the Promoter/Owner/Developer shall not be liable for any loss, theft or inconvenience caused to the Allottee/s on account of such entry into the Apartment.

34.11 BRAND NAME & PROJECT NAME

- i. It is agreed by the Allottee/s that the name of the Project **“RETREAT AT GODREJ PRAKRITI”** or of the individual towers may be changed at the sole discretion of the Promoter/Owner/Developer in accordance to the Relevant Laws.
- ii. It is further agreed by the Allottee/s that the association of the brand name “Godrej” (in its registered logo form) or a combination of words with prefix as “Godrej” (**“Brand Name”**) shall at all times be subject to the sole control of Godrej Properties Limited (**“GPL”**) who is one of the partners of the Promoter/Owner/Developer. It is agreed and accepted by the Allottee/s that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design; the appearance shall not be changed under any

circumstances, unless GPL has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Project Land including Project Land, the Building, as well as the Association/Apex Body/Federation/Common Organization (which would be formed gradually), unless a different understanding is captured between GPL and the Association. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by the GPL. The Allottee/s further agree/s to not use the Brand Name and / or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by GPL. The Allottee/s and the Association/Apex Body/Federation/Common Organization of the Apartment Allottee/s shall not be entitled to change the name of the Project / Building/s without written consent of GPL.

34.12 REPRESENTATIONS BY THIRD PARTIES

The Allottee/s acknowledge(s), agree(s) and undertake(s) that the Allottee/s shall neither hold the Promoter/Owner/Developer or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Allottee/s nor make any claims/demands on the Promoter/Owner/Developer or any of its sister concerns/ affiliates with respect thereto.

34.13 TRANSFER

Only after (i) payment of minimum 50 percent of the Total Consideration by the Allottee/s and (ii) a term of 1½ (one and a half) years (i.e. eighteen months) has elapsed from the date of allotment letter dated (**Allotment Date**), whichever is later, the Allottee/s may transfer his rights, title and interest in the Apartment under this Agreement to any third person / entity after obtaining prior written consent of the Promoter/Owner/Developer. Any such transfer by the Allottee/s shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/ governmental directions, the Allottee/s submitting documentary proof as may be required by the Promoter/Owner/Developer, payment of the monies due and payable by the Allottee/s under this Agreement and payment of applicable transfer / administrative fee of Rs. 546/- (Rupees Five Hundred and Forty Six only) per square meter (1 Square meter = 10.7369 Square feet) plus taxes as applicable on the Total Area of the Apartment to the Promoter/Owner/Developer. Further, the Promoter/Owner/Developer reserves the right to allow such transfer at its sole discretion.

34.14 OBLIGATIONS, COVENANTS, REPRESENTATIONS OF ALLOTTEE/S

The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants, represents with the Promoter/Owner/Developer as follows :-

- i. At or before execution of this Agreement the Allottee/s-
 - a. have fully satisfied themselves as to the title of the Owners and the right of the Promoter/Owner/Developer in respect of the said Subject Land as well as Project Land;
 - b. have inspected the plan sanctioned by the authorities concerned in respect of the building complex and the Apartment being constructed by the Promoter/Owner/Developer and agrees not to raise any objection with regard thereto;

- c. have satisfied themselves about the project layout and the future sanctions to be obtained and the future constructions to be made by the Promoter/Owner/Developer on the said Subject Land;
 - d. have verified the location and site of the said Apartment including the egress and ingress thereof and also the area of the Apartment as stated in this Agreement and agrees not to dispute the same;
 - e. have acknowledged that the right of the Allottee/s shall remain restricted to the said Apartment;
- ii. have acknowledged and given consents that the Promoter/Owner/Developer shall be entitled to construct any additional area /structures and/or alter and/or modify the said Plan including change of use of any part or portion of the Project being constructed erected and completed on the said Project Land and development on the balance Subject Land in accordance with the terms of the relevant laws and as per the future sanction/approvals obtained by them. The Allottee/s shall have no objection thereto of the same. The right hereby reserved shall be available to the Developer until the complete optimization of the Subject Land.
 - iii. Has/have understood that the MLCP being built as a part of the Project/Phase shall be for the utilization and shared amongst of all the projects/phases constructed/ to be constructed on the Subject Land.
 - iv. Has/have been informed and has/have understood that the Promoter/Owner/Developer may at its discretion construct additional floors in Tower Q (Sahyadri) and R (Kumayun) and the Allottee/s are agreeable to the same. The Allottee/s has/have also been informed that though at present, the sanctioned plan for the Project has been approved for construction of the said Towers – Q(Sahyadri) and R(Kumayun) upto B+G + 21 floors, however, the Environmental Clearance for the two abovementioned towers has been received for B+G+19 floors. The Promoter/Owner/ Developer has submitted the revised application to the State Environment Impact Assessment Authority, West Bengal, and approval of the same is awaited. The Allottee/s understand/s and is aware that upon receipt of the aforesaid Environmental Clearance the developer intends to construct the remaining 2(two) floors on the said Towers – Q (Sahyadri)and R(Kumayun) (**“Balance Floors”**). In the event if the Promoter/Owner/Developer is unable to construct the Balance Floors in the said Tower due to any reason whatsoever, the said Tower – Q (Sahyadri) and R(Kumayun) will be constructed till the 19th Floor in accordance with the statutory approvals. The Allottee/s has/have confirmed that he/she/they has/have no objection to the above and the Allottee/s has/have accordingly accorded his/her/its consent for the same in the prescribed format as set out in Annexure F hereto.
 - v. have satisfied themselves as to the total area in relation thereto to comprise in the said Apartment and also the common parts/portions which would be common for all the residents/occupants of the various Apartment comprised in the Project Land/Subject Land and the other common area as designated by the Promoter/Owner/Developer in the Project Land/subject Land and has agreed not to challenge or dispute the same in any manner whatsoever or however.
 - vi. To maintain the Apartment at the Allottee/s’ own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the

Apartment itself or any part thereof without the consent of the local authorities, if required.

- vii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- viii. Further, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction by the Promoter/Owner/Developer as provided in **Schedule 'C'**.
- ix. Intimation forwarded by Developer to the Allottee/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Allottee/s and the Allottee/s agree/s not to dispute the same. The Allottee/s hereby understand/s and agree/s that, save and except for the intimation from the Developer as provided under this Clause, it shall not be obligatory on the part of the Developer to send reminders regarding the payments to be made by the Allottee/s as per the payment schedule mentioned herein and the Allottee/s shall make all payment/s to the Developer on or before the due dates, time being the essence of this Agreement.
- x. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the Apartment, the Allottee/s undertake/s to direct such financial institution to disburse/ pay and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Developer through an account payee cheque/demand draft drawn in favour of "Retreat at Godrej Prakriti Collection Account".
- xi. If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honored for any reason whatsoever, then the same shall be treated as default under this Agreement and the Developer may at its option be entitled to exercise the recourse available. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs. 5,000/- (Rupees Five Thousand Only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs. 10,000/- (Rupees Ten Thousand Only) (which charge shall be in addition to the Interest for delayed payment). Thereafter, no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.
- xii. In the event, the Developer is required to refund any amounts in terms of this Agreement, the Developer may refund such amounts in the below Bank account. The Allottee/s agree to update the Developer of any change in the Bank account details immediately and shall not hold the Developer liable in case of Allottee's failure in this regard.

| Name of Account Holder | Bank Account No. | Name of the Bank and Branch | IFSC |
|------------------------|------------------|-----------------------------|------|
| | | | |

- xiii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter/Owner/Developer to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- xiv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated nor shall demand partition of the Allottee/s' interest in the Apartment and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parris or other structural members in the Apartment without the prior written permission of the Promoter/Owner/Developer and/or the society or the limited company.
- xv. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- xvi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project Land/Subject Land and the building in which the Apartment is situated.
- xvii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.
- xviii. Not cause any nuisance, hindrance, disturbance and annoyance to other Allottee/s of apartment(s) in the Building or other occupants or users of the Building, or visitors to the Building, and also occupiers of any adjacent, contiguous or adjoining properties;
- xix. Permit the Promoter/Owner/Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Apartment or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Allottee/s;

- xx. Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, parking space/s or other open spaces forming a part or appurtenant to the Apartment in the Building, without the prior written permission of the Promoter/Owner/Developer/Association/Apex Body/Common Organization/concerned authorities;
- xxi. After possession of the Apartment is handed over the Allottee/s, may insure the Apartment from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Promoter/Owner/Developer shall not be responsible for any loss/damage suffered thereafter.
- xxii. The Allottee/s and/or the Promoter/Owner/Developer shall present this Agreement as well as the conveyance and / or any other document as may be required, in accordance to the provisions of the Registration Act, 1908.
- xxiii. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter/Owner/Developer under this Agreement are fully paid up.
- xxiv. The Allottee/s shall observe and perform all the rules and regulations which the Association/Apex Body/Federation/Common Organization may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Association/Apex Body/Federation/Common Organisation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xxv. Till handing over of the common areas of the project Land/Subject Land in which the Apartment is situated is handed over to the Association/Apex Body/common organisation, the Allottee/s shall permit the Promoter/Owner/Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

Usage:

- i. The Allottee/s hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample Apartment / mock Apartment and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/or services or cannot be construed as same. The Allottee/s has/have not relied on the same for his/her/their/its decision to acquire Apartment in the Phase and also acknowledges that the Allottee/s has/have seen all the sanctioned layout plans and time schedule of completion of the Project.
- ii. The Allottee/s undertakes that the Allottee/s has/have taken the decision to purchase the Apartment in the Phase out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving

careful consideration to the nature and scope of the entire development explained to the Allottee/s by the Promoter/Owner/Developer in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.

- iii. The Allottee/s confirm/s and undertake/s to not to any make any claim against Promoter/Owner/Developer or seek cancellation of the Apartment or refund of the monies paid by the Allottee/s by reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel.
- iv. The Allottee/s agrees and undertakes that the Promoter/Owner/Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Apartment by concerned authorities due to non-payment by the Allottee/s or any other apartment Allottee/s of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.
- v. The Developer has informed the Allottee/s and the Allottee/s hereby confirms and acknowledges that the Subject Land is being developed by the Developer in a phase-wise/project wise manner and the same shall be determined by the Developer in its sole absolute discretion from time to time.
- vi. The Allottee/s hereby consents that the Promoter/Owner/Developer shall be entitled to develop the Subject Land, without any reference to the Allottee/s and/or Association/Apex Body/Federation/Common Organization, as the Promoter/Owner/Developer may deem fit and proper until the complete optimization of the Project Layout of the Subject Land. In this regard, the Allottee/s hereby acknowledges and confirms that the Promoter/Owner/Developer is entitled to make any other alterations or additions in the sanctioned plans, layout plans, specifications of the Buildings, common areas within the Subject Land (Except for the current Phase), and also grant right of usage for all common areas, facilities/amenities envisaged in the entire Subject Land, to Allottee/s of the other Phases/Project, to be developed and/or developed in the Subject Land.
- vii. It is agreed by the Allottee/s that the deposit of the Ad hoc corpus fund/sinking fund/reserve fund can be used by the Developer/Association for the purpose of paying any emergency expenses towards the overdue maintenance charges, unpaid Government taxes & duties/ for all purposes and capital expenditures as required for the maintenance of the said Project. The Corpus Fund/Sinking fund/Reserve Fund will be payable by the Allottee/s to Developer @ Rs. 323/- (Rupees Three Hundred and Twenty Three only) per sq. mtr. It is further stated that the said Corpus fund/sinking fund/reserve fund shall be an interest free deposit will be kept with the Developer/ Association and the Developer/Association shall handover the said Corpus Fund/Sinking fund/Reserve Fund to the Association of Owners, once it is formed.
- viii. To comply with all the terms and conditions as mentioned in this Agreement including but not limited to payment of all such amounts within the timelines stipulated under this Agreement or as and when demanded by the Developer.

34.15 RIGHTS OF THE PROMOTER/OWNER/DEVELOPER

- i. The Promoter/Owner/Developer has to obtain the occupation certificate /completion certificate. The Promoter/Owner/Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if

any, which may have been imposed by the concerned local authority at the time of sanctioning the said Plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the concerned local authority occupancy and /or completion certificates in respect of the Apartment.

- ii. It is further agreed that the Promoter/Owner/Developer/Association/Apex Body/Federation/Common Organization reserves the right to claim the additional amount towards the maintenance charges from the Allottee/s if the provision maintenance charges paid by the Allottee/s exhaust on an early date.
- iii. The Promoter/Owner/Developer has clear and marketable title with respect to the Project Land; as let out in the title report annexed to this agreement and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project.
- iv. There are no encumbrances upon the Apartment/ Flat or Project Land or the Project except those disclosed in the title report, if any.
- v. There are no litigations pending before any Court of law with respect to the Project Land or Project except those disclosed in the title report.
- vi. At the time of execution of the conveyance deed of the structure to the association of Allottee/s, the Promoter/Owner/Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure of the Project Land/Subject Land to the Association /Apex Body/Federation/Common Organisation, as and when the same is formed.
- vii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter/Owner/Developer in respect of the Project Land and/or the Project except those disclosed in the title report.

34.16 IT IS CLEARLY UNDERSTOOD AND AGREED BY THE PARTIES THAT –

- i. The Promoter/Owner/Developer reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project Land and Subject Land and any common rights of ways with the authority to grant such rights to the Allottee/s and/or users of apartment(s)/flat(s) in the Building(s) being constructed on the Project Land as well as Subject Land (present and future) at all times and the right of access to the Project Land as well as the Subject Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project Land as well as the Subject Land and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Land appurtenant to the building to be constructed on the Project Land without in any way obstructing or causing nuisance to the ingress and egress of the Allottee/s /other occupants of apartment(s)/flat(s) in building constructed on the Project Land till such time the Land is handed over to the Association/Apex Body/Federation/Common Organization. .

- ii. Necessary provisions for the above shall be made in the transfer documents to be deeds of transfer/assignment/declaration/deeds of Apartment to be executed in respect of the sale/transfer of apartment(s) in the buildings to be constructed on the Project Land. The Allottee/s hereby expressly consents to the same.
- iii. The Allottee/s agree/s that the Allottee/s shall along with other Allottee/s / occupiers of the other phases of the Project observe and perform the terms and conditions regarding use, enjoyment and sharing of Common Areas and Facilities to be provided underneath the Tower/Buildings in Retreat at Godrej Prakriti along with the amenities available to the Allottee/s on the Subject Land. The Allottee/s shall also, observe and perform the terms and conditions regarding use, enjoyment and sharing of Common Areas, Amenities and Facilities which will be common for the entire Project (These amenities are being enjoyed and will also be enjoyed by the Allottee/s of flat/s on the Subject Land, existing and future) as shall be subsequently decided by the Promoter/Owner/Developer.
- iv. It is clearly understood and agreed by the Allottee/s that facilities/amenities/Common Areas mentioned in the **Schedule "E"**, will be operational for use on and from _____. It is further understood by the parties that the right to use the common amenities/facilities of the previous phase which is already constructed on the part of the Subject Land will be made available from the aforementioned date. If, however, the completion of the Project/Phase is delayed due to the Force Majeure condition then the Allottee/s agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment which includes amenities and facilities.
- v. The Amenities, Facilities and Common Areas are to be shared between all Allottee/s of the Subject Land. It is further clarified that the amenities available at the larger layout/Subject Land level shall be utilized by the Allottee/s of the Project/Phase and the Allottee/s of the existing and future development of the said larger layout/Subject Land who shall also be entitled to use the same and that the Applicant(s) shall not raise any objection / dispute / hindrance for any reason whatsoever for use of such Amenities by the existing / prospective Allottee/s of existing / proposed / future phases to be developed by the Developer or its affiliates / partners as the case may be as well as for the visitors, guests, residents, other individuals and public at large from time to time.
- vi. In case the Allottee/s fails to comply with the terms and conditions set out in this Agreement, and / or in case the Allottee/s fails to make payment for consecutive demands made by the Promoter/Owner/Developer as per the Payment Plan (**Schedule "C"**) and the default continues for a period beyond 2 (two) consecutive months after notice from the Developer, the Promoter/Owner/Developer shall be entitled, at its sole option, to terminate this Agreement and forfeit the amount as mentioned in Clause 7.5 of the Agreement, along with the Non Refundable Amount/balance amount, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Allottee/s executing and registering the deed of cancellation or such other document ("**Deed**") within 30 (thirty) days of termination notice by the Promoter/Owner/Developer, failing which the Promoter/Owner/Developer shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee/s and the Allottee/s hereby acknowledges and confirms the same. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Promoter/Owner/Developer's right to forfeit and refund the balance to the Allottee/s and the

Promoter/Owner/Developer's right to sell/transfer the Apartment/Flat. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the Apartment and/or Parking Space and/or the Project and/or the Project Land and/or the Subject Land and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Promoter/Owner/Developer in any manner whatsoever. It is further agreed that the interest and / or taxes paid on the total consideration shall not be refunded upon such cancellation/termination. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

- vii. The Allottee/s hereby agree/s that in case the Allottee/s fail/s to respond and/or neglects to take possession of the Flat/Unit within the time stipulated by the Promoter/Owner/Developer as per Clause 7.2, then the Allottee/s shall pay to the Promoter/Owner/Developer holding charges at the rate of Rs. 110/- (Rupees One Hundred and Ten only) per month per square meter of the Total Area of the Flat/Unit ("**Holding Charges**") and applicable maintenance charges as per Clause 7.2 and 7.3, towards upkeep and maintenance of the common areas and facilities (if any) and proportionate municipal rates and taxes attributable to the said Flat/unit for the period of such delay. During the period of said delay the Flat/Unit shall remain locked and shall continue to be in possession of the Promoter/Owner/Developer but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition.
- viii. The Allottee hereby agrees that post expiry of the time specified in the Notice for Possession the Allottee/s shall be deemed to have accepted the Flat/Unit, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Promoter/Owner/Developer, with respect to any item of work alleged not to have been carried out or completed. The Allottee/s expressly understands that from such date, the risk and ownership to the Flat/Unit shall pass and be deemed to have passed to the Allottee/s.
- ix. Notwithstanding anything contained herein, it is agreed between the Parties that upon receipt of the Completion Certificate/Occupation Certificate / plot release certificate or any such certificate issued by the concerned authority approving completion of development, none of the parties shall be entitled to terminate this Agreement, except in case of any default by Allottee(s) after the intimation of receipt of Occupation Certificate.

34.17 HOARDING RIGHTS

The Allottee/s hereby consents that the Promoter/Owner/Developer may and shall always continue to have the right to place/erect hoarding/s on the Project Land, of such nature and in such form as the Promoter/Owner/Developer may deem fit and the Promoter/Owner/Developer shall deal with such hoarding spaces as its sole discretion to the Association/Apex Body/Federation/Common Organization and the Allottee/s agree/s not to dispute or object to the same. The Promoter/Owner/Developer shall not be liable to pay any fees / charges to the Association/Apex Body/Federation/Common Organization for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Promoter/Owner/Developer and/or by the transferee (if any).

34.18 RETENTION

Subject to, and to the extent permissible under the Relevant Laws, the Developer may, either by itself and/or its nominees/associates/affiliates also retain some

portion / apartments/ in the Project which may be subject to different terms of use, including as a guest house / corporate apartment.

34.19 UNSOLD APARTMENT/FLAT

- i. All unsold and/or unallotted apartment(s)/flat(s)/premises/units, areas and spaces in the Building /Residential Complex, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building / Phase and Project Land shall always belong to and remain the property of the Developer at all times and the Developer shall continue to remain in overall possession of such unsold and/or unallotted apartment(s)/flat(s)/premises/units and shall be entitled to enter upon the Project Land and the Building / Phase to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary.
- ii. The Developer shall without any reference to the Purchaser/s, association / Apex Body / Apex Bodies, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted apartment(s)/flat(s)/premises/units and spaces therein, as it deems fit. The Developer shall be entitled to enter in separate agreements with the purchasers of different apartment(s)/flat(s)/premises/units in the Building / Phase on terms and conditions decided by the Developer in its sole discretion and shall without any delay or demur enroll the new purchaser/s as member/s of the association / Apex Body / Apex Bodies. The Purchaser/s and / or the association / Apex Body / Apex Bodies shall not claim any reduction in the Total Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Developer shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the association / Apex Body / Apex Bodies.

34.20 BASEMENT/PODIUMS

The Purchaser/s hereby consents to the Owner/Developer dividing the basement into car parking spaces, store rooms, storage spaces and any other areas as may be decided by the Developer. The Developer shall be entitled to allot, grant a right to use of, sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever such spaces and areas in the Phase to the extent permissible under the Relevant Laws

34.21 ASSIGNMENT

The Promoter/Owner/Developer may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the Project in accordance with Relevant Laws. On such transfer, the assignee or transferee of the Promoter/Owner/Developer shall be bound by the terms and conditions herein contained.

34.22 RIGHT OF ALLOTTEE/S TO THE APARTMENT/FLAT AND COMMON AREAS

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Project Land and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the

property of the Promoter/Owner/Developer until the said common areas along with the common amenities is handed over to the Association/Apex Body.

34.23 PRESENT FOR REGISTRATION

The Allottee/s and/or Promoter/Owner/Developer shall present this Agreement as well as the conveyance/assignment of lease at the proper office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter/Owner/Developer will attend such office and admit execution thereof.

34.24 ADDITIONAL COMPLIANCE OF LAWS

- i. The Allottee/s clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and/or all other amounts payable under this Agreement for the Apartment are made by non-resident/s/foreign national/s of Indian origin, shall be the sole responsibility of the Allottee/s to comply with the provisions of the Foreign Exchange Management Act, 1999 (“**FEMA**”) or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Relevant Laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Promoter/Owner/Developer with such permission/approvals/no objections to enable the Promoter/Owner/Developer to fulfill its obligations under this Agreement. Any implications arising out of any default by the Allottee/s shall be the sole responsibility of the Allottee/s. The Promoter/Owner/Developer accepts no responsibility in this regard and the Allottee/s shall keep the Promoter/Owner/Developer fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate in writing to the Promoter/Owner/Developer immediately and comply with all the necessary formalities, if any, under the Relevant Laws.
- ii. The Allottee/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee/s under this Agreement towards the said Apartment is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively “**Anti Money Laundering**”).
- iii. The Allottee/s further declare(s) and authorize(s) the Promoter/Owner/Developer to give personal information of the Allottee/s to any statutory authority as may be required from time to time. The Allottee/s further affirms that the information/details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge.
- iv. The Allottee/s further agrees and confirms that in case the Promoter/Owner/Developer becomes aware and/or in case the Promoter/Owner/Developer is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Promoter/Owner/Developer shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Allottee/s shall not have any right, title or interest in the said Apartment neither have any claim/demand against the Promoter/Owner/Developer, which the Allottee/s hereby unequivocally agrees and confirms. In the event of such cancellation/termination, the monies paid by the Allottee/s shall be refunded by the Promoter/Owner/Developer to the Allottee/s in accordance with the terms of this Agreement only after the Allottee/s furnishing to the Promoter/Owner/Developer a

no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee/s.

34.25 STAMP DUTY AND REGISTRATION CHARGES

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s only.

In the event of any inconsistency the provisions/clauses of the Act/Rules/Regulations shall prevail.

34.26 ARBITRATION

In case the Parties are unable to settle their disputes within 15 days of intimation of dispute by either Party, the Parties shall in the first instance, have the option to settle through arbitration. The Promoter/Owner/Developer shall appoint a Sole Arbitrator for adjudication of dispute. Costs of arbitration shall be shared equally by the parties. The award of the Arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be conducted in English only and be held at an appropriate location in Kolkata.

Further, all the terms and conditions, rights and obligations of the Parties as contained hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 / West Bengal Housing Industry Regulation Act, 2017 (“**Act**”) and the Rules and Regulations made thereunder (“**Rules and Regulations**”) and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this Agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

SCHEDULE A

PART I

(DESCRIPTION OF THE SUBJECT LAND)

ALL THAT the piece and parcel of non-irrigated land containing an area of 22.90 acres be the same a more or less situate lying at and being Municipal Holding No.187F/1, Barrackpore Trunk Road, Ward No.14 of Panihati Municipality, Kolkata-700 115 comprised in the following Mouza Sukchar, P.S. Khardah, J.L. No.09, R.S. Modified New Khatian No. 1886 comprised in :

| R.S. Dag No. | Area (In Acres) |
|--------------|-----------------|
| 3446 | 0.30 |
| 3422 | 0.13 |
| 3420 | 0.33 |
| 3426 | 0.26 |
| 3413 | 0.06 |
| 3416 | 0.30 |
| 3423 | 0.01 |
| 3468 | 0.23 |
| 3469 | 0.06 |
| 3470 | 0.59 |
| 3470/3540 | 0.28 |
| 3471 | 0.13 |
| 3450 | 0.84 |
| 3447 | 1.46 |
| 3450/3558 | 0.22 |
| 3459/3559 | 0.31 |
| 3472 | 0.72 |
| 3477 | 0.76 |

| | |
|-----------|--------------|
| 3466 | 0.19 |
| 3475 | 0.26 |
| 3464 | 0.066 |
| 3465 | 0.005 |
| 3473 | 0.41 |
| 3474 | 0.20 |
| 3467 | 0.061 |
| 3452 | 1.30 |
| 3453 | 0.042 |
| 3452/3539 | 0.124 |
| 3421 | 0.39 |
| 3424 | 0.54 |
| 3425 | 0.04 |
| 3432 | 0.44 |
| 3462 | 0.047 |
| 3463 | 1.359 |
| 3451 | 0.23 |
| Total | 12.694 Acres |

And in Mouza Rambhadrabati, J.L. No.07, P.S. Khardah, L.R. Khatian No.1023 comprised in:

| L.R. Dag No. | Area (In Acres) |
|--------------|-----------------|
| 283 | 0.768 |
| 284 | 0.26 |
| 285 | 0.41 |
| 286 | 3.17 |
| 287 | 1.39 |
| 288 | 1.74 |
| 289 | 1.292 |
| 291 | 1.006 |
| 292 | 0.17 |
| Total | 10.206 acres |

**PART II
(DESCRIPTION OF THE PROJECT LAND)**

ALL THAT piece and parcel of land measuring about 0.8667 Acres, being the part of the Subject land, as mentioned hereunder be the same a little more or less, together with all easement rights, privileges and appurtenances thereto situated and lying at Mouza: Rambhadrabati, J.L. No.07, P.S. Khardah, L.R. Khatian No.1023 comprised in:

| L.R. Dag No. | Area (In Acres) |
|--------------|-----------------|
| 283 | 0.768 |
| 284 | 0.26 |
| 285 | 0.41 |
| 286 | 3.17 |
| 287 | 1.39 |
| 288 | 1.74 |
| 289 | 1.292 |
| 291 | 1.006 |
| 292 | 0.17 |
| Total | 10.206 acres |

**PART III
(DESCRIPTION OF THE APARTMENT)**

ALL THAT the Residential Apartment being No. **(Apt. No)** on the **(Floor No.)** floor of

Building/Tower (**Tower No.**) having carpet area of (**Carpet Area in Sq.Mtr**) square meter ((Carpet Area in Sq.Ft.) sq.ft.) together with exclusive area of (Exclusive area in sq.mtr) square meter (Total area of (Total area in sq.mtr) Sq.Mtr) (Equivalent to saleable area of (**SBU area in Sq.Ft**) sq.ft.) (*1 Sq. Feet = 0.092903 sq. meters.) in **RETREAT AT GODREJ PRAKRITI** be the same little more or less, which is in course of construction, and delineated in '**Red Colour**' border of Schedule B annexed hereto together with 1(one) No. of covered parking space.

(DESCRIPTION OF PARKING SPACE)

____(____) number of Parking Space on a right to use basis.

Schedule B

FLOOR PLAN OF THE APARTMENT

Schedule C

PAYMENT PLAN BY THE ALLOTTEE

The Allottee/s hereby agrees to pay to the Developer the Total Price of **Rs.** _____ **(Total Consideration)/- (Rupees** _____ **(Total Consideration in Words) only)** in the following manner and as per the following schedule/milestones:

Schedule D
SPECIFICATIONS

Schedule E
COMMON AREAS AND PORTIONS, AMENITIES AND FACILITIES

AMENITIES

COMMON FACILITIES

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED
Purchaser/s/Allottee/s (including joint buyers)

1. Please affix
photographs
and sign across
the photograph

2. Please affix
photographs
and sign across
the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED
Promoter/Owner/Developer

1.

2.

Drafted By

R E C E I P T

RECEIVED of and from the within named **Purchaser/s** the within mentioned sum of **Rs. (Receipt Amt)/- (Rupees (Receipt Amt in Words) Only)** being part of the booking amount through several cheques/drafts/electronic transfer on different dates.

(RUPEES (Receipt Amt in Words) ONLY).

WITNESSES:-

1.

2.

DRAFT