

AGREEMENT

This **AGREEMENT** (Agreement) has been made and executed on this _____ day of _____, 2024.

BY AND BETWEEN

M/s, GODREJ PROPERTIES LIMITED (CIN No. L74120MH1985PLC035308) (PAN - AAACG3995M) having its registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai 400079 and also having its regional office at "Godrej Waterside", Tower - II, Block - DP, Plot - 5, Salt Lake, Sector - V, Post Office - Sech Bhavan, Police Station - Electronic Complex, Kolkata - 700 091 represented through its Authorized Signatory _____ (PAN - _____) (AADHAAR NO. _____) son of _____ working for gain at "Godrej Waterside", Tower - II, Block - DP, Plot - 5, Salt Lake, Sector - V, Post Office - Sech Bhavan, Police Station - Electronic Complex, Kolkata - 700 091 duly authorized Vide the board resolution dated _____ hereinafter referred to as the **DEVELOPER/LESSEE** (which expression shall where the context so admits include its executors, representatives, administrator and successors-in-office and assigns) of the **ONE PART**

AND

(1) (1ST APPLICANT) (PAN (Pan no. of 1st Applicant)) (Aadhar No. (Aadhar no. of 1st Applicant)), son of (1st Applicant's Father name), an Indian citizen, and **(2) (2ND APPLICANT) (PAN (Pan no. of 2nd Applicant)) (Aadhar No. (Aadhar no. of 2nd Applicant))**, wife of (2nd Applicant's Husband name), an Indian citizen, both residing at (Address of applicants), (State), PIN-(Pin No.), P.O (PO) and P.S (PS), hereinafter called the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**.

The Developer/Lessee and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually referred to as a "**Party**".

WHEREAS:

1. WHEREAS the West Bengal Housing Infrastructure Development Corporation Limited (hereinafter referred to as the "Lessor") has a state wide mandate to provide larger supply of developed lands, the immediate focus area has been limited to the development of a planned town viz. New Town Kolkata, and also has been entrusted with the responsibility of Development of some other areas in Kolkata in terms of G.O. No. 81-H1/HO-24013(11)/5/2022 WBHIDCO CELL dated 16.03.2022 of the Housing Department, WBHIDCO Cell, Government of West Bengal, which has been subsequently approved by the State Cabinet in its 19th meeting held on 11.03.2022.
2. And, whereas a Land measuring about 7.44 acres at 82, B.L. Saha Road, Kolkata-700053 under P.S Behala, Mouja - Italgata, Touji No. 2, J.L No. 10 and spread over R.S. Plot Nos. 98,99,100,101,102,101/718 corresponding to R.S. Khatian No. 32 in Ward no. 117 of KMC owned and possessed by the Eastern Distilleries & Chemicals Limited, a Government of West Bengal Enterprise (hereinafter referred to as the said 'SUBJECT LAND'), free from all encumbrances, charges, lien, acquisition, requisition, debutter and lying unutilized was transferred forever to WBHIDCO Ltd. for proper utilization by way of disposal through E-Auction process to generate additional revenue in the Government Exchequer through a deed of transfer dated 14.11.2022 executed between Finance Department, Government of West Bengal, the transferor therein, WBHIDCO Ltd. the transferee therein and Eastern Distilleries & Chemicals Limited the confirming party therein and the same has been registered before the Additional Registrar of Assurance - IV, Kolkata and recorded in Book No. 1, volume Number 1904-2022, page from 1097017 to 1097037 Being No. 190418861 for the year 2022 (hereinafter referred to as the said 'Deed Of Transfer').

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3. AND WHEREAS THE said WBHIDCO after execution of the registered Deed of Transfer has recorded their name in the Record of Rights of the Government of West Bengal (BL&LRO) and also in the records of the Kolkata Municipal Corporation.
4. AND WHEREAS the said WBHIDCO has been allowed and conferred by the Government of West Bengal to transfer the Subject Land as and by way of lease to the Corporate Bodies/Organizations registered under the Companies Act including Joint Venture Companies or registered Trust/Societies, as the case may be, to materialize the development of some other areas including this land in Kolkata for residential purpose.
5. AND WHEREAS upon such transfer of the Subject Lands and possession thereof being handed over to the said WBHIDCO, the said WBHIDCO was lawfully seized and possessed of and/or is otherwise well and sufficiently entitled to the scheduled land for the period of demise as mentioned in the said deed of transfer free from all encumbrances which include all that the piece and parcels of land described in the schedule hereunder written.
6. AND WHEREAS post the transfer of the said Subject Land the said WBHIDCO have made the same ready for allotment and lease out the same to the prospective LESSEE in strict conformity with the prevailing principle of allotment based on policy decision of the State Government and other Rules and Regulations as prescribed or might be framed out from time to time and more specifically according to plans, specifications, elevations, designs and sections duly sanctioned by the Competent Authority upon and compliance of maintaining the use of occupancy of the buildings in particular for the purpose for which the land is allotted.
7. AND WHEREAS the said WBHIDCO, the Lessor herein had invited bids for lease by Notice for e-Auction bearing No. C-447/HIDCO/Admn-4034/2022 dated 1.12.2022 ("**Auction Notice**").
8. AND WHEREAS the Lessee (the Developer herein) was selected as the highest successful bidder for the Subject Land described in the **SCHEDULE - A** hereunder for allotment on lease hold basis for a period of 99 years for "Residential Purpose" under principal use "Residential" through

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E - auction held on 20.01.2023, notice for which was issued under WBHIDCO's Notice for e-Auction bearing No. C-447/HIDCO/Admn-4034/2022 dated 1.12.2022. AND WHEREAS such selection was approved in the 42nd meeting of the Standing Committee of the Cabinet on Industry, Infrastructure and Employment of the Government of West Bengal held on 02.05.2023.

9. AND WHEREAS in accordance with such decision of the Government of West Bengal, the said WBHIDCO agreed to allot the said Subject Land described in the **SCHEDULE -A** hereunder ad-measuring 7.44 acres at 82, B.L Saha Road, Kolkata - 700053 on **Leasehold basis for 99 years (ninety-nine years)** for "Residential Purpose" under principal use "Residential" at a lease premium mentioned therein subject to fulfilment of the terms and conditions as spelt out in the offer of allotment letter being no. C-186/HIDCPO/Admn-4034/2022 dated 26.05.2023 and other terms as per provisions under the law so as to enable the LESSEE to develop a project for Residential Purpose.
10. AND WHEREAS, the said WBHIDCO has allotted the said Subject Land described in the SCHEDULE - A hereunder written ad-measuring 7.44 acres out of total 11.75 Acres (approx.) of land lying and situated at 82, B.L.Saha Road, Kolkata - 700053.
11. Subsequently vide Deed of Lease dated 10.10.2023 executed by and between WBHIDCO Ltd. the Lessor therein, and Godrej Properties Limited the Lessee therein, the same has been registered before the Additional Registrar of Assurance - IV, Kolkata and recorded in Book No. I, Volume Number 1904-2023, Page from 811539 to 811584, Being No. 190415092 for the year 2023 (hereinafter referred to as the said '**Deed of Lease**').
12. Further upon execution and registration of the said Deed of Lease, the said WBHIDCO Ltd. vide possession letter Being No. MP-B/HIDCO/EM/22B/8259 dated - 13.10.2023 has handed over to the Lessee (the Developer herein) the physical khas possession of the said Subject Land mentioned therein as also described in Scheduled - A hereunder written. ("**Possession Notice**"). The Auction

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Notice, Deed of Lease and Possession Letter are hereinafter collectively referred to as "**Lease Documents.**"

13. AND WHEREAS the said WBHICO Ltd. prior to execution and registration of the Deed of Lease has also submitted a request letter being No. C-155/HIDCO/Admn-4034/2022 dated 16.05.2023 before the Commissioner, Kolkata Municipal Corporation to create a separate holding/premises number in respect of the Subject Land. Accordingly, the said request was taken into consideration and a separate Municipal holding Being No. 82/1, B.L. Saha Road, Kolkata - 700053 (Previously 82, B.L. Saha Road, Kolkata - 700053) has been created in respect of the said Subject Land.
14. Further upon execution and registration of the Deed of Lease and post receipt of the Physical khas possession of the Subject Land, the Developer/Lessee have also obtained no objection certificate from the Government of West Bengal, Department of Urban Development and Municipal Affairs (Urban Land Ceiling Branch) in respect of the ceiling limit of Developer/Lessee in the entire subject Land vide letter Being No. 35-UDMA-21011(12)/67/2023 dated 06.02.2024.
15. Further upon execution and registration of the Deed of Lease, the Developer/Lessee had updated their names in the relevant government records as the due and authorized Lessee of WBHIDCO Ltd. as and where applicable.
16. Subsequently, the Developer/Lessee for optimal utilization of the Subject Land and basis the permission granted by WBHIDCO vide letter Being No. C-380/HIDCO/Admn-4034/2022 dated - 05.02.2024 has executed a Deed of Gift dated - 06.09.2024 in favour of the Kolkata Municipal corporation in respect of the land ad-measuring 1101.009 Square Meter (11851.26 Square feet) out of the said Subject Land which has been duly demarcated and delineated in the map and/or plan annexed thereto and the same has been registered before the District Sub Registrar - IV, South 24 Parganas and recorded in Book No. I, Volume No. 1604-2024, Pages - 289850 to 289865, Being No. 160409916 for the year 2024.

17. Subsequently the Developer/Lessee basis the permission granted by WBHICO vide letter Being No. C-380/HIDCO/Admn-4034/2022 dated - 05.02.2024 has executed another Deed of Gift dated - 06.09.2024 in favour of The Kolkata Municipal Corporation in respect of the land ad-measuring 117.584 Square Meter (1265.67 Square Feet) in the South East portion of the Subject Land which has been duly demarcated and delineated in the map and/or plan annexed thereto for the purpose of setting up a solid waste management plant by the Kolkata Municipal Corporation and the same has been registered before the District Sub Registrar - IV, South 24 Parganas and recorded in Book No. I, volume No. 1604-2024, Pages - 289834 to 289849, Being No. 160409915 for the year 2024.
18. Vide the Deed of Lease the Lessor has permitted the Lessee the exclusive right to use the Subject Land for the purpose of construction of buildings in conformity with the Building Rules & Regulations as applicable and other Rules and Regulations as prescribed or might be framed out from time to time at Kolkata and more specifically according to plans, specifications, elevations designs and sections sanctioned by the Competent Authority and that the Lessee shall use the Subject Land and the structure(s) thereon exclusively and wholly for "Residential Purpose" under principal use "Residential" along with payment of annual lease rent of Rs. 1000/- per Acres i.e. Rs. 7440/- (Rupees Seven Thousand Four Hundred and Forty Only) plus GST as applicable per annum and subject to the terms and conditions mentioned in the said Deed of Lease.
19. The terms and covenants of the Deed of Lease and other Lease Documents shall also be applicable for subsequent Deeds of sub-lease/transfer/assignment to Allottees.
20. Presently the Developer/Lessee is developing, in terms of the Deed of Lease, 7.14 Acres out of 7.44 Acres of land lying and situated at 82/1, B.L. Saha Road, Kolkata-700053 (Previously 82, B.L. Saha Road, Kolkata - 700053) under P.S. - Behala, Mouja - Italgata, Touji No. 2, J.L No. 10 and spread over R.S. Plot Nos. 98,99,100,101,102,101/718 corresponding to R.S. Khatian No. 32 in

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Ward no. 117 of KMC, District – Kolkata (Hereinafter referred to as the ‘**Project Land**’) more fully and particularly described in **Part – I(A) of SCHEDULE – A** hereunder written.

21. The said Project Land which forms part of the Subject Land is earmarked for the purpose of building a Residential project comprising of several multistoried residential apartment/buildings and the said project shall be known as “**GODREJ BLUE**” (**Project**);
22. The Developer/Lessee is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer/Lessee regarding the Project Land (hereinafter defined) on which Project to be constructed.
23. The Developer/Lessee has submitted the notice of commencement under the prescribed format before the _____ on _____. The notice was duly acknowledged by the said _____ on _____.
24. The Developer/Lessee herein has obtained the final layout plan, sanctioned plan from _____ having No. _____ dated _____, for the Project and also for the apartment, plot or building in the Project. The Developer/Lessee herein agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
25. The Developer/Lessee herein has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata No. _____ on _____ under registration.
26. The Allottee had applied for an apartment in the Project vide application dated and recorded on _____ and has been allotted Apartment No. _____ having carpet area of _____ square meter / (_____) square feet, type (____) on (____) floor in [tower/block/building] No. (____) (“**Building**”) along with ____ (____) no. of parking space as permissible under the applicable law and of pro rata share in the common areas

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("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment") more particularly described in Part - II of **Schedule "A"** and the floor plan or the apartment is annexed hereto and marked as **Schedule "B"**;

27. The Lessor has granted its approval for allotment of the said Apartment to the Allottee in terms of the Lease Documents;
28. The Parties have gone through all the terms and conditions of this Agreement and understand mutual rights and obligations detailed herein;
29. 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;
30. 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;
31. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer/Lessee hereby agrees to sell , transfer and convey and the Allottee hereby agrees to purchase the Apartment as specified in paragraph ' _____ '.

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 Developer/Lessee agrees to sub-lease to the Allottee/Lessee and the Allottee/Lessee hereby agrees to take on sub-lease the Apartment as specified in para ' _____ '.

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- 1.2 The Total Price for the Apartment based on the carpet area is **Rs.** (_____/- (Rupees _____ only) (“**Total Price**”) (Breakup and description morefully described in Annexure “C”):

| | |
|---|--|
| Block/Building/Tower No. (Tower No.) Apartment No. (Apt. No) Type Apartment (Unit Type) Floor (Floor No) | Rate of Apartment per square feet <i>Refer Schedule “B”</i> |
| Total Price | Rs. |

Explanation:

- i. The Total Price above includes the booking amount paid by the Allottee to the Developer/Lessee towards the Apartment;
- ii. The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer/Lessee by way of value Added Tax, Service Tax, G.S.T. (Goods and Service Tax), C.G.S.T. (central Goods and Service Tax) 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/Lessee) up to the date of handing over the possession of the Apartment to the Allottee and the Project to the Association of Allottee or the competent authority, as the case may be, after obtaining the completion certificate;
- iii. Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Developer/Lessee shall be increased/reduced based on such change/modification;
- iv. The Developer/Lessee shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee/Lessee shall make payment within 30 days

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from the date of such written information. In addition, the Developer/Lessee shall provide to the Allottee 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;

- v. The Total price of the Unit includes (1) Pro Rata share in/right to use the common areas and (2) ____ (____) no. of car parking space as provided in the agreement.

1.3 The Total Price is escalation-free, save and except increases which the Allottee 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 Developer/Lessee undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Developer/Lessee shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

1.5 The Developer/Lessee may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ ____% 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 by the Developer/Lessee.

1.6 It is agreed that the Developer/Lessee 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,

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without the previous written consent of the Allottee, provided that the Developer/Lessee may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 The Developer/Lessee shall confirm the final carpet area that has been allotted to the Allottee 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 Developer/Lessee. If there is a reduction in the carpet area within the defined limit then the Developer/Lessee shall refund the excess money paid by the Allottee 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. If there is any increase in the carpet area allotted to the Allottee, the Developer/Lessee, shall demand that from the Allottee 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.

1.8 Subject to para 9.3 the Developer/Lessee agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- i. The Allottee/Lessee shall have exclusive leasehold ownership of the Apartment;
- ii. The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee 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

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is clarified that the Developer/Lessee shall convey undivided proportionate title in the Common Areas to the Association/Apex Body of Allottee 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;

1.9 It is made clear by the Developer/Lessee and the Allottee 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 Project 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. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Project Land.

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

1.11 The Developer/Lessee agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity (for common areas only), 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

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Project). If the Developer/Lessee fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, the Developer/Lessee 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.

1.12 The Allottee has paid a sum of **Rs.** _____ **/- (Rupees** _____ **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 Developer/Lessee hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (**Schedule "C"**) as may be demanded by the Developer/Lessee within the time and in the manner specified therein. Provided that if the Allottee 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 Developer/Lessee abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Developer/Lessee, within the stipulated time period as mentioned in the Payment Plan [through A/c. Payee cheque/demand draft/ or online payment (as applicable) in favour of ' _____ **COLLECTION ACCOUNT'** payable at Kolkata.

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

3.1 The Allottee, 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 there under or any statutory amendments/modification(s) made thereof and all other applicable laws including that of

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remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer/Lessee with such permission, approvals which would enable the Developer/Lessee 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 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 Developer/Lessee accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Developer/Lessee fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Developer/Lessee immediately and comply with necessary formalities if any under the applicable laws. The Developer/Lessee shall not be responsible towards any third-party making payment/remittance on behalf of any Allottee 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 Developer/Lessee shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Developer/Lessee 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 Developer/Lessee in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Developer/Lessee to adjust his payments in any manner.

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5. **TIME IS ESSENCE:**

Time is of Essence for the Developer/Lessee as well as the Allottee. The Developer/Lessee 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/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 Developer/Lessee as provided in **Schedule C** (Payment Plan).

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

6.1 The Allottee has seen the specifications, of the Apartment and accepted the, payment plan, floor plan and the layout plan (annexed along with this agreement) which has been approved by the competent authority, as represented by the Developer/Lessee. The Developer/Lessee shall develop the Project in accordance with the said layout plans, floor plans and specifications, , subject to the terms in this Agreement, the Developer/Lessee 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 Developer/Lessee 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 Developer/Lessee agrees and understands that timely delivery of possession of the Apartment to the Allottee is the essence of the Agreement. The Developer/Lessee as based on the approved plans and specifications, assures to hand over possession of the Apartment on **30TH SEPTEMBER, 2029** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic or any other calamity affecting the regular development of the real estate project ("**Force Majeure**").

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If, however, the completion of the Project is delayed due to the Force Majeure condition then the Allottee agrees that the Developer/Lessee 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 agrees and confirms that, in the event it becomes impossible for the Developer/Lessee to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer/Lessee shall refund to the Allottee the entire amount received by the Developer/Lessee from the allotment within 45 (forty five) days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Developer/Lessee and that the Developer/Lessee shall be released and discharged from all its obligations and liabilities under this Agreement.

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

Failure of Allottee/s to take Possession of Apartment/Flat - Upon receiving a written intimation from the Developer/Lessee as per para 7.2, the Allottee shall take possession of the Apartment from the Developer/Lessee by executing necessary indemnities,

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undertakings and such other documentation as prescribed in this Agreement, and the Developer/Lessee shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2 such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.3 Possession of the Allottee- After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Developer/Lessee to hand over the necessary documents and plans, including Common Areas, to the Association of Allottee or the competent authority, as the case may be, as per the local laws.

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Developer/Lessee, the Developer/Lessee herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Developer/Lessee to the Allottee within 45 (forty-five) days of such cancellation.

7.5 Compensation: The Developer/Lessee shall compensate the Allottee in case of any loss caused by him due to defective lease hold rights 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 Developer/Lessee 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

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of business as a Developer/Lessee on account of suspension or revocation of the registration under the Act, or for any other reason, the Developer/Lessee shall be liable, on demand to the Allottee, in case the Allottee 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/Lessee does not intend to withdraw from the Project, the Developer/Lessee shall pay the Allottee/Lessee 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 DEVELOPER/LESSEE:**

8.1 The Developer/Lessee hereby represents and warrants to the Allottee as follows:

- i. The Developer/Lessee has absolute, clear, free and marketable lease hold rights with respect to the Subject Land/Project Land; the requisite rights to carry out development upon the Subject Land and absolute, actual, physical and legal possession of the Subject Land/Project Land for the Project;
- ii. The Developer/Lessee has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- iii. There are no encumbrances upon the Subject Land or the Project;
- iv. There are no litigations pending before any Court of Law or Authority with respect to the Subject Land, Project or the Apartment;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Subject Land/Project Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer/Lessee has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Subject Land/Project Land, Building and Apartment and Common Areas;

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- vi. The Developer/Lessee 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 created herein, may prejudicially be affected;
- vii. The Developer/Lessee has not entered into any agreement for sub lease and/or development agreement or any other agreement/arrangement with any person or party with respect to the Subject Land/Project Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Developer/Lessee confirms that the Developer/Lessee is not restricted in any manner whatsoever from sub-leasing/assigning/conveying (as the case may be) the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the deed of sub-lease/assignment/conveyance (as the case may be) the Developer/Lessee shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the Association of Allottee;
- x. The Project Land/subject Land 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 Developer/Lessee 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 Developer/Lessee in respect of the Subject Land/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 Developer/Lessee shall be considered under a condition of Default, in the following events:

- i. Developer/Lessee fails to provide ready to move in possession of the Apartment to the Allottee 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 Developer/Lessee's business as a Developer/Lessee 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 Developer/Lessee under the conditions listed above, Allottee is entitled to the following:

- i. Stop making further payments to Developer/Lessee as demanded by the Developer/Lessee. If the Allottee stops making payments the Developer/Lessee shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- ii. The Allottee shall have the option of terminating the Agreement in which case the Developer/Lessee shall be liable to refund the entire money paid by the Allottee 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 does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Developer/Lessee, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

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

10. **CONVEYANCE/ASSIGNMENT/SUB-LEASE OF THE SAID APARTMENT:**

The Developer/Lessee, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a Sub-Lease Deed and convey the lease hold right of the Apartment along with rights in the Common Amenities, facilities and services within 3 months from the date of issuance of the occupancy certificate.

However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the notice, the Allottee authorizes the Developer/Lessee to withhold registration of the conveyance deed/Sub-lease deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Developer/Lessee is made by the Allottee. The Allottee 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.

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

The Developer/Lessee 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/ Apex Body of Allottee. 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 Developer/Lessee as per the agreement for sub lease relating to such development is brought to the notice of the Developer/Lessee within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer/Lessee to rectify such defects without further charge, within 30(thirty) days, and in the event of Developer/Lessee failure to rectify such defects within such time, the aggrieved Allottee/Lessee 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/Unit on the specific understanding that his/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 from time to time.

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

The Developer/Lessee /Maintenance Agency/Association of Allottee shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of

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Allottee 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 _____, 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 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 formed by the Allottee for rendering maintenance services.

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

16.1 Subject to para 12 above, the Allottee 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.

16.2 The Allottee 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

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face/façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee 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 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 shall also not remove any wall including the outer and load bearing wall of the Apartment.

16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer/Lessee and thereafter the Association of Allottee and/or maintenance agency appointed by Association of Allottee. The Allottees shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Allottee 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 Developer/Lessee 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.

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

After the Developer/Lessee executes this Agreement, it shall not mortgage or create a charge on the Apartment /Subject Land/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 who has taken or agreed to take such Apartment.

20. **WEST BENGAL APARTMENT OWNERSHIP ACT:**

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

The Developer/Lessee showing compliance of various laws/regulations as applicable in the state of West Bengal.

21. **BINDING EFFECT:**

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

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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:**

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 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 Developer/Lessee may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee 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 that exercise of discretion by the Developer/Lessee in the case of one Allottee shall not be construed to be a precedent and/or binding on the Developer/Lessee to exercise such discretion in the case of other Allottee.

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 has to make any payment, in common with other Allottee 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/ Apartment 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 Developer/Lessee through its authorized signatory at the Developer/Lessee's Office, or at some other place, which may be mutually agreed between the Developer/Lessee and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Developer/Lessee or simultaneously with the execution the said Agreement shall be

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registered at the office of the Sub-Registrar at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. **NOTICES :**

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

(1ST APPLICANT) (Name of the Allottee)
(Address of applicants), (State), PIN-(Pin No.) (Allottee Address)

M/S. GODREJ PROPERTIES LIMITED (Developer/ Lessee)
Godrej Waterside, Tower-II,
Unit No. 109, DP-5, Sector-V,
Saltlake, Kolkata-700091 (Developer/ Lessee Address)

It shall be the duty of the Allottee and the Developer/Lessee 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/Lessee or the Allottee/s/s, as the case may be.

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31. **JOINT ALLOTTEE:**

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

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 CAPTURES 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 DEED OF LEASE OR ACTS AND RULES AND REGULATIONS MADE THEREUNDER. IN THE EVENT OF ANY INCONSISTENCY THE PROVISIONS/CLAUSES OF THE ACT/RULES/REGULATIONS SHALL PREVAIL.

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ADDITIONAL DEFINITIONS:

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

- (i) **ARCHITECTS**: shall mean RSP (701-705, 7th floor, Keshava Building, E, near Family Court, E Block BKC, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051), the Architects appointed by the Developer/Lessee or such other Architect as the Developer/Lessee may appoint from time to time for the building complex.
- (ii) **ASSOCIATION**: shall mean a body formed under the West Bengal Apartment Ownership Act, 1972, or any other laws for the time being in force.
- (iii) **BUILDING/TOWER**: shall mean the Building No./Name (**Tower No.**) in _____ in which the Apartment is situated.
- (iv) **BOOKING AMOUNT**: shall mean 20 % (twenty percent) of the Total Price.
- (v) **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 or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Apartment.
- (vi) **NOTICE FOR POSSESSION**: shall mean the notice contemplated in Clause 7.
- (vii) **EXCLUSIVE AREAS**: means exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee and other areas appurtenant to the said Apartment for exclusive use of the Allottee.

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- (viii) **FORCE MAJEURE**: means 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 Developer/Lessee in accordance to Clause - 7.1 mentioned herein above;
- (ix) **NON REFUNDABLE AMOUNT**: shall mean (a) booking amount along with the (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as per Developer/Lessee's policy and (e) all taxes paid by the Developer/Lessee 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 Sub Lease is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Allottee has opted for subvention plan) which the Developer/Lessee may incur either by way of adjustment made by the bank in installments or paid directly by the Developer/Lessee to the bank.
- (x) **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;

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 Developer/Lessee has appointed RSP having its office at 701-705, 7th floor, Keshava Building, E, near Family Court, E Block BKC, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051 as their 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 Developer/Lessee has appointed JW Consultants having its office at Sai Radhe, Office No. 201, 2nd floor, Behind Hotel Le Meridien, 100-101, Kennedy, Pune, Maharashtra 411001 as structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer/Lessee accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings;
- iii. The Developer/Lessee has sole and exclusive right to sub-lease/assign/sell the Apartment in the said Building/s to be constructed by the Developer/Lessee on the Project Land and to enter into Agreement/s with the Allottee of the Apartment and receive the consideration in respect thereof, The Developer/Lessee does not have the right to sub-lease the Subject Land or any part thereof;
- iv. On demand from the Allottee, the Developer/Lessee has given inspection to the Allottee of all the documents of title relating to the subject Land (including but not limited to the Lease Documents) and the plans, designs and specifications prepared

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by the Developer/Lessee'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 with regard to the Apartment with particular brand or its equivalent thereof to be provided by the Developer/Lessee in the said Building(s)/wing(s) and the Apartments are set out in **Schedule D**. The Allottee is/are satisfied about the specifications, fixtures and fittings agreed to be provided by the Developer/Lessee and undertakes that the Allottee/Lessee shall not raise any objection in respect thereof hereafter.
- vi. It shall be the sole obligation/responsibility of the Allottee to apply and pay necessary charges/fees/installation charges as determined by the concerned authority for obtaining the electric meter/connection in respect of the said apartment.
- vii. It has been agreed by the Allottee that the any debris accumulated during the ongoing interior work in the apartment shall be moved out of the project within 24 hours without causing any hindrances to the Developer/Lessee and other apartment owners, failing which the Developer/Lessee shall have the right to charge a penalty of Rs. _____ for each day of delay and the same shall be adjusted from the security deposit submitted by the Allottee.
- viii. It has been agreed by the Allottee that there shall be no stay of labourers in the apartment or in the project site will be allowed beyond the permissible working hours between 8A.M. to 7 P.M. Further to that the silent work hours shall be strictly maintained between 2 P.M. to 4 P.M.
- ix. It has been agreed by the Allottee that the Developer/Lessee has neither any role nor shall bear any responsibility to arrange for supply of municipal water connection for the flat owners.

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- x. It has been agreed by the Allottee that post execution of the agreement the Allottee shall have to make a written application before the WBHIDCO thereby seeking permission and/or approval from WBHIDCO for mortgaging the unit, if it has opted for any bank loan from from any Reserve Bank of India recognized bank/financial institutions (not NBFC's) in terms of the Lease Deed.
- xi. The Developer/Lessee has obtained approvals and/or sanctions from the Concerned Authority(s) for 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;
- xii. While sanctioning the said Project, the concerned Local Authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer/Lessee while developing the said Project 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;
- xiii. 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;
- xiv. The Developer/Lessee has the discretion to raise the invoices of the milestone which has been completed/achieved irrespective of sequences of milestones.

34.3 TAXES

The Total Price above excludes Taxes. Taxes includes Goods and Services Tax (GST), land under construction tax, property tax, or other taxes, duties, cesses, levies, charges which are leviable or become leviable under the provisions of the Relevant Laws or any amendments thereto pertaining or relating to the sub lease of apartment/flat/premises/unit.

For the purpose of this Agreement,

- *“GST” means and includes any tax imposed on the supply of goods or services or both under GST Law.*
- *“GST Law” shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act /UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.*
- *“Cess” shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law or any other relevant laws.*

Taxes shall be payable by the Allottee on demand made by the Developer/Lessee within 7 (seven) working days, and the Allottee shall indemnify and keep indemnified the Developer/Lessee from and against the same

34.4 TAX DEDUCTED AT SOURCE

The Allottee is aware that the Allottee 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 Developer/Lessee, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961. If the Allottee fails to comply with the same and any financial liability/loss is incurred by the Developer/Lessee for such non-compliance, the

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Allottee shall be liable to compensate the Developer/Lessee for such loss and the same shall be adjusted from the next installment due from the Allottee.

34.5 INTEREST

34.5.1 All outstanding amounts payable including but not limited to applicable Maintenance charges 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.

34.5.2 Disbursal from Banks/Financial Institutes/staff loan: In the event the Allottee obtains loan from any reserve bank of India recognized bank/financial institutions (not NBFC's) in terms of Lease Deed for the payment of the consideration (or part thereof) in respect of the Apartment, the Allottee shall solely be responsible and liable to ensure that the payment of the consideration, as and when due, is made by the bank without any objection or demur. Any delay or default by such Bank or Financial institution for any reason whatsoever in disbursal of such amounts, as and when due, shall constitute a breach of the terms of Agreement and penal interest will be levied as per Terms and conditions of the as mentioned herein.

35 Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.

36 Without prejudice to the other rights of the Developer/Lessee hereunder, the Developer/Lessee shall in respect of any amounts remaining unpaid by the Allottee under this Agreement, have a first charge / lien on the Apartment and the Car Park(s) (if any), and the Allottee shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full

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payment of all amounts payable by the Allottee under this Agreement to the Developer/Lessee. 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/Lessee.

- 37 The Allottee is aware that in connection and/or in relation to the project and/or the Apartment, the Developer/Lessee and/or its representatives shall, from time to time be communicating with the Applicant as per the requirements. Further, the Allottee is/are aware that the Developer/Lessee shall be providing the Allottee, on acceptance of the Application, with an email id for the purpose of communication (including the demand letters for the payments) in connection with and/or in relation to the Apartment. The Allottee hereby accords his unconditional consent/no objection to such communication (written, email, voice, SMS or otherwise) by the Developer/Lessee and/or its representatives with the Allottee and further undertakes to access such email id regularly. The Allottee confirms that the communication sent by the Developer/Lessee through any mode of communication stated herein above shall be constituted as a valid mode of communication and the Allottee, waives his/her rights to raise any objection/dispute whatsoever in that regard. The Allottee further confirms and acknowledges that the communication sent by the Developer/Lessee through any email/any other electronic mode would not require and shall not bear any signature thereon.

34.4 **FLOOR SPACE INDEX**

- i. The Allottee has/have been informed and is/are aware that the buildable area has been sanctioned for the Layout is on the basis of the available Floor Space Index ("FSI") on the Subject Land and accordingly the Developer/Lessee shall develop the Project
- ii. The Developer/Lessee declares that FSI available as on date in respect of the Subject Land/project land is _____ square meters only and the Developer/Lessee has planned to utilize the same to develop the subject land/project land or by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various

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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 has/have been informed and acknowledge(s) that the FSI proposed to be consumed is 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 Developer/Lessee in its sole and absolute discretion, may allocate such buildable FSI for each of the buildings being constructed on the Subject Land as it thinks fit and the Allottee 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 on the subject Land.
- iv. The Allottee acknowledge(s) that the Developer/Lessee alone is entitled to utilize and deal with all the development potential of the 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 as may be permitted and in such manner as the Developer/Lessee deems fit.
- v. Neither the Allottee nor any of the other Allottee of the apartment in the buildings being constructed on the subject Land (including the Building) nor the Association to be formed of Allottee of apartments in such buildings (including the Building) shall be entitled to claim any FSI and/or TDR howsoever available on the subject 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 Developer/Lessee, till the time the development of the entire Layout as contemplated by the Developer/Lessee is completed by the Developer/Lessee and building(s) is/are conveyed to the Association in the manner set out herein below.

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- vi. The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the subject Land shall always be available to and shall always be for the benefit of the Developer/Lessee and the Developer/Lessee shall have the right to deal / use the FSI / TDR as it may deem fit, without any objection/interference from the (Allottee) / Association. In the event of any additional FSI in respect of the Subject 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 Developer/Lessee 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 Subject Land as may be permissible.
- vii. The Allottee or the Association of the Allottee shall not alter/demolish/construct or redevelop the Building or the Subject 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 Subject Land. It is also agreed by the Allottee that even after the formation of the Association, the Developer/Lessee, if permitted by the Lessor and the South 24 Parganas Zilla Parishad 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 Developer/Lessee who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Developer/Lessee may deem fit subject to the terms of the Deed of Lease.

34.5 SATISFIED WITH THE DEVELOPER/LESSEE'S TITLE:

The Allottee hereby declare/s that he/she/they/it has gone through this Agreement and all the title and/or allied documents relating to the Subject Land /Building and has expressly understood the contents, terms and conditions of the same and the Developer/Lessee has

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entered into this Agreement with the Allottee 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 to be observed, performed and fulfilled and complied with and therefore, the Allottee 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/Lessee 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.

34.6 OUTGOINGS

- i. From the Possession Date, the Allottee 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. The Allottee shall pay to the Developer/Lessee/Facility Management Company/ Association such proportionate share of outgoings along with the applicable taxes as may be determined by the Developer/Lessee/Facility Management Company/ Association. The Allottee further agrees that till the Allottee share is so determined, the Allottee shall pay to the Developer/Lessee/Facility Management Company/ Association provisional monthly contribution as determined by the Developer/Lessee/Facility Management Company/ Association from time to time.

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- iii. The amounts so paid by the Allottee to the Developer/Lessee shall not carry any interest and remain with the Developer/Lessee until the common amenities, facilities and services are handed over to the Association. On completion of such handing over of the common areas along with the common amenities, facilities and services the balance amount of deposits shall be paid over by the Developer/Lessee to the Association.
- iv. The Developer/Lessee shall maintain a separate account in respect of sums received by the Developer/Lessee from the Allottee as advance or deposit, sums received and retained by the Developer/Lessee till the time the Association is formed, subsequently on account of Association or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

34.7 ASSOCIATION STRUCTURE

- i. The Developer/Lessee shall at its sole and absolute discretion, as prescribed under the Relevant Laws,
 - a. Form an Association of the Allottee of Apartment in the Project, as it may deem fit and proper in respect of the tower(s) comprised in Project known by such name as the Developer/Lessee may decide, which shall be responsible for maintenance and management of the Project, within such period as may be prescribed under the Relevant Laws.
 - b. form an Association for the Project Land for the purposes of effective maintenance and management of the Project Land including for Common Areas, amenities, facilities and services of the Project and/or of the Project Land at such time and in such a manner as the Developer/Lessee may deem fit to be known by such name as the Developer/Lessee may decide, within such period as may be prescribed under the Relevant Laws.

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c. 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 hereunder), the maintenance and management of the Project, without any reference to the Allottee and other occupants of the Project, even after formation of the Association on such terms and conditions as the Developer/Lessee may deem fit and the Allottee hereby gives their unequivocal consent for the same. For this purposes the Developer/Lessee may, in its discretion provide suitable provisions in the constitutional documents of the Association.

d. Make provisions for payment of outgoings/CAM to the Association for the purposes of maintenance of Project in which the Apartment is located and the entire Project Land.

The Allottee 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 drafted/adopted by the Developer/Lessee for the Association, necessary for the formation and registration of the Association within 10 (ten) days from intimation by the Developer/Lessee. The Allottee agree(s) not to object to any changes/amendments made by the Developer/Lessee in the draft/model bye-laws/memorandum and Articles of Association for the Association. The Allottee shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Developer/Lessee and the other Allottee of apartment(s) in the Project. The Allottee shall be bound by the rules, regulations and bye-laws/memorandum and Articles of Association and the terms and conditions contained in the Indenture. No objection shall be raised by the Allottee/s, if any changes or modifications are made in the draft bye-law of the Association by the Developer/Lessee as the case may be or as required by any other competent authority. The Allottee hereby

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authorize Developer/Lessee to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose.

- ii. The Developer/Lessee may become a member of the Association to the extent of all unallotted Apartment(s)/ areas and spaces in the said Project.
- iii. All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of any such documents in this regard, shall be borne and paid by the Association.
- iv. The Allottee hereby acknowledge(s) and agree(s) that the Developer/Lessee shall hand over the common amenities, facilities and services as well as the maintenance of the common areas of the Project Land including the said Project to the Association. The Developer/Lessee shall handover the /common amenities, facilities and services of the Project Land to the Association within such period as the Developer/Lessee may deem fit and proper, however such handing over shall not be later than 5 (five) years from date of the completion of the entire development of the said Project Land by utilizing the entire FSI/TDR that may be permitted to be utilized therein in accordance with the relevant laws that may be in force from time to time and sub lease of all the apartments constructed in the said Project Land and receipt of the entire consideration in respect thereof. The Allottee 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 hereby agree(s) and confirm(s) that till handover to the Association, the Allottee shall continue to pay all the outgoings as imposed by concerned authorities and proportionate charges to the Developer/Lessee from time to time.

34.8 FACILITY MANAGEMENT COMPANY

- I. By executing this Agreement, the Allottee agree/s and consent/s to the appointment of Godrej Living Private Limited, a company incorporated under the Companies Act, 2013 having its registered office at Godrej One, 6th Floor, Pirojshanagar, Eastern Express Highway,

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Vikhroli (East) Mumbai 400079 and regional office at “Godrej Waterside”, Tower – II, Unit No. 109, Block – DP, Plot – 5, Sector – V, Kolkata – 700 091] or any other agency, firm, corporate body, organization or any other person nominated by the Developer/Lessee (“**Facility Management Company**”) for a period of 5 years to manage, upkeep and maintain the Project together with other building/s (*if applicable*) and the Project Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer/Lessee may require to install, operate and to maintain common areas, common amenities, facilities and services. The Allottee hereby agrees and undertake to execute maintenance agreement with the Facility Management Company as and when called upon by the Developer/Lessee / Facility Management Company. The Facility Management Company shall also be entitled, to collect the common area maintenance charges, maintenance deposit, outgoings, provisional charges, taxes, levies and other amounts in respect of the Project, building(s) (including the Allottee proportionate share of the outgoings as provided under Clause 34.7 herein). The Developer/Lessee hereby reserves its right to remove, nominate and appoint new Facility Management Company for maintenance, upkeep, management and control of the Project, at its sole discretion, and without any concurrence from (Allottee) / association /. 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, even after formation of the association. The Allottee hereby grants his/her/their/its unequivocal and unconditional consent confirming agreement /contract/arrangement that the Developer/Lessee has or may have to enter into with the Facility Management Company (“**FM Agreement**”). It is hereby clarified that the Allottee agrees and authorizes the Developer/Lessee to appoint the Facility Management Company for the Project and post formation of the association, the Developer/Lessee will novate the FM Agreement in favor of the association/ co-operative society / apex body / limited company/common organization, as the case may be. Post expiry of the tenure of the FM Agreement, association shall have the option to either continue with the Facility Management Company or appoint a new facility management company, provided that prior written consent of all the Allottee of the units in

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the Project is obtained for deciding discontinuation/non-renewal of the FM Agreement as per the terms of such Agreement including the obligations/penalties/liabilities etc. or appointment of a new facility management company. It is further expressly understood that the Developer/Lessee shall not in any manner be accountable, liable or responsible to any person including the (Allottee) association 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, upkeep, management and control of the Project in all respects thereof.

- II. The Allottee agree(s) to promptly, without any delay or demur, pay the necessary maintenance charges as may be determined by the Developer/Lessee/Facility Management Company.
- III. The Allottee 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 may be required, at the sole discretion of the Developer/Lessee/ Facility Management Company, for the purposes of framing rules for management of the Project for ensuring safety and safeguarding the interest of the purchasers of plots in the Project and the Allottee also agree(s) and confirm(s) not to raise any disputes/claims, whether individually or in group, in this regard, against the Developer/Lessee/Facility Management Company and/or other Allottee of plots of the Project.

34.9 FIT OUT MANUAL

- i. The Allottee agree(s) and undertake(s) that on receipt of possession, the Allottee shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developer/Lessee/Association ("**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

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Allottee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment or the Building, the Developer/Lessee shall be entitled to call upon the Allottee 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 Developer/Lessee in that behalf. If the Allottee does not rectify the breach within the such period of 30 (thirty) days, the Developer/Lessee may carry out necessary rectification/restoration to the Apartment or the Building (on behalf of the Allottee) and all such costs/charges and expenses incurred by the Developer/Lessee shall be reimbursed by the Allottee. If the Allottee fail(s) to reimburse to the Developer/Lessee any such costs/charges and expenses within 7 (seven) days of demand by the Developer/Lessee, the same would be deemed to be a charge on the Apartment. The Allottee hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developer/Lessee (i) from and against all suit, actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developer/Lessee or which the Developer/Lessee 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 Developer/Lessee 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, the Allottee shall be deemed to have granted a license to the Developer/Lessee, 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 or his agents and the Allottee shall reimburse and/or pay to the Developer/Lessee or any other person the loss or damage suffered by them on account of the act of the Allottee or his agents. The Developer/Lessee shall

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not be liable for any theft or loss or inconvenience caused to the Allottee on account of entry to the Apartment as aforesaid. If the Apartment is closed and in the opinion of the Developer/Lessee any rectification or restoration is necessary in the interest of the Building and/or Allottee therein, the Allottee consent(s) to the Developer/Lessee to break open the lock on the main door/entrance of the Apartment and the Developer/Lessee shall not be liable for any loss, theft or inconvenience caused to the Allottee on account of such entry into the Apartment.

34.10 **BRAND NAME & PROJECT NAME**

- i. It is agreed by the Allottee that the name of the Project "**GODREJ BLUE**" or of the individual towers may be changed at the sole discretion of the Developer/Lessee in accordance to the Relevant Laws.
- ii. It is further agreed by the Allottee 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 and discretion of Godrej Properties Limited ("**GPL**") who is one of the partners of the Developer/Lessee. It is agreed and accepted by the Allottee 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, the Building, as well as the Association (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 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

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and the Association of the Apartment Allottees shall not be entitled to change the name of the Project / Building/s without written consent of GPL.

34.11 REPRESENTATIONS BY THIRD PARTIES

The Allottee acknowledge(s), agree(s) and undertake(s) that the Allottee shall neither hold the Developer/Lessee 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 nor make any claims/demands on the Developer/Lessee or any of its sister concerns/ affiliates with respect thereto.

34.12 TRANSFER

Only after (i) payment of minimum 50 percent of the Total Price by the Allottee 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 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 Developer/Lessee. Any such transfer by the Allottee shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/ governmental directions, the Allottee submitting documentary proof as may be required by the Developer/Lessee, payment of the monies due and payable by the Allottee/s under this Agreement and payment of applicable transfer / administrative fee of **Rs. 1615/- (Rupees One Thousand Six Hundred and Fifteen only)** per square meter (1 Square meter = 10.7369 Square feet) plus taxes as applicable on the Total Area of the Apartment to the Developer/Lessee. Further, the Developer/Lessee reserves the right to allow such transfer at its sole discretion.

34.13 OBLIGATIONS, COVENANTS, REPRESENTATIONS OF ALLOTTEE:

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

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- i. At or before execution of this Agreement the Allottee-
 - a. Have fully satisfied themselves as to the title of the Lessor and the right of the Developer/Lessee in respect of the said Subject Land and 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 Developer/Lessee 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 Developer/Lessee on the said Project Land, if any;
 - 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;
 - f. Have acknowledged and given consents that the Developer/Lessee 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 Project Land in accordance with the terms of the Relevant Laws and as per the future sanction/approvals obtained by them. The Allottee shall have no objection thereto of the same. The right hereby reserved shall be available to the Developer/Lessee until the complete optimization of the Subject Land.
 - g. 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/Subject Land and the other common area as designated by the Developer/Lessee in the Project/Subject Land and has agreed not to challenge or dispute the same in any manner whatsoever or however.

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- ii. The Allottee shall use the unit solely for residential purposes.
- iii. The Allottee has also been made aware that the Lessor shall charge an annual lease rent on the Subject Land as per the Lease Documents
- iv. The Allottee shall take prior permission from the Lessor prior to obtaining a loan/funding with respect to the Apartment from any bank/financial institution recognized by the Reserve Bank of India barring any NBFC's.
- v. The Allottee/association formed in respect of the Project shall comply and abide by with the terms of the Lease Documents, terms of approval by the Lessor for the allotment to the Allottee, and all the rules, regulations, bye-laws, circulars, directives etc issued by the WBHIDCO, by whatever name called, and shall keep the Developer indemnified in respect thereof.
- vi. The Purchaser/ association formed in respect of the Project shall ensure the renewal of the period of lease as set out in the Lease Documents with respect to the Subject Land.
- vii. To maintain the Apartment at the Allottee 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.
- viii. Further, the Allottee 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 Developer/Lessee as provided in **Schedule 'C'**.
- ix. Intimation forwarded by Developer/Lessee to the Allottee 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 and the Allottee agree/s not to dispute the same. The Allottee hereby understand/s and agree/s that, save and except for the intimation from the Developer/Lessee as provided under

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this Clause, it shall not be obligatory on the part of the Developer/Lessee to send reminders regarding the payments to be made by the Allottees per the payment schedule mentioned herein and the Allottees shall make all payment/s to the Developer/Lessee on or before the due dates, time being the essence of this Agreement.

- x. In case of any financing arrangement entered by the Allottee with any financial institution with respect to the purchase of the Apartment, the Allottee 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 Price amounts due and payable to Developer/Lessee through an account payee cheque/demand draft drawn in favour of " _____ COLLECTION ACCOUNT". Payment towards GST will be collected in favour of " _____ Account" payable at _____.
- xi. If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottees/are not honored for any reason whatsoever, then the same shall be treated as default under this Agreement and the Developer/Lessee may at its option be entitled to exercise the recourse available. Further, the Developer/Lessee 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) along with applicable taxes thereon (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/Lessee is required to refund any amounts in terms of this Agreement, the Developer/Lessee may refund such amounts in the below Bank account. The Allottee agree to update the Developer/Lessee of any change in the Bank account details

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immediately and shall not hold the Developer/Lessee liable in case of Allottee 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 Developer/Lessee to the Allottee 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 committing any act in contravention of the above provision, the Allottee 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 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, Pardis or other structural members in the Apartment without the prior written permission of the Developer/Lessee and/or the society or the limited company.

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- xv. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the subject 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.

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 Subject Land and the building in which the Apartment is situated and not allow accumulation of water which is or can be a health risk or unhygienic, on it at any time.

- xvi. Not to bring in or store or allow to be brought in or stored on the Project Land/ Subject Land or any part thereof any hazardous, inflammable, combustible or explosive substance or any hide, skin or other articles likely to injure or damage the Project Land/Subject Land and/or the structures constructed thereon and not do or allow to be done on the Project Land/Subject Land anything that may deteriorate the value of the Project Land/Subject Land or injure the same in any way,
- 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 sub leased.
- xviii. Not cause any nuisance, hindrance, disturbance and annoyance to other Allottee of apartments 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 Developer/Lessee 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

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view and examine the state and condition thereof or to repair the same, at the cost of the Allottee;

- 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/s in the Building, without the prior written permission of the Developer/Lessee/Association/concerned authorities;
- xxi. After possession of the Apartment is handed over the Allottee, the Allottee 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 Developer/Lessee shall not be responsible for any loss/damage suffered thereafter.
- xxii. The Allottee and/or the Developer/Lessee 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 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 to the Developer/Lessee under this Agreement are fully paid up.
- xxiv. The Allottee shall observe and perform all the rules and regulations, mandates which the Association 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 shall also observe and perform all the

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stipulations and conditions laid down by the Association 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 amenities, facilities and services of the Project Land in which Apartment is situated is handed over to the Association, the Allottee/Lessee shall permit the Developer/Lessee 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.
- xxvi. The Allottee has/have been informed and has/have understood that in terms of Clause - A(IV) of the Deed of Lease, and the Developer/Lessee reserves the right to seek extension with respect to the time provided therein to complete the construction of the Project
- xxvii. The Allottee is/are aware that the physical possession of the said unit shall be handed over in favour of the intending Allottee on or before the completion date as mentioned in Clause - _____. The Allottee has/have confirmed that he/she/they has/have no objection to the above and the Allottee has/have accordingly accorded his/her/their consent for the same.

Usage:

- i. The Allottee 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 has/have not relied on the same for his/her/their/its decision to acquire Apartment in the Project and also acknowledges that the Allottee has/have seen all the sanctioned layout plans and time schedule of completion of the Project.

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- ii. The Allottee undertakes that the Allottee has/have taken the decision to purchase the apartment in the Project 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 by the Developer/Lessee 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 confirm/s and undertake/s not to any make any claim against Developer/Lessee or seek cancellation of the Apartment / Apartment or refund of the monies paid by the Allottee 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 agrees and undertakes that the Developer/Lessee 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 or any other apartment Allottee of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.
- v. The Allottee hereby consents that the Developer/Lessee shall be entitled to develop the Subject Land, without any reference to the Allottee and/or Association, as the Developer/Lessee may deem fit and proper until the complete optimization of the complete Layout of the Project Land.
- vi. The Allottee hereby acknowledges and consents that the Developer/Lessee, if the need arises, shall demarcate certain portion of the Project as limited common areas and facilities as defined under the West Bengal Apartments Ownership Act, 1972, and designated for the use of certain

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specific apartments/apartments to the exclusion of other apartments. It is further agreed by the Allottee that except for the Allottee of those specific apartments, no other Allottee in the Project shall have access or right of usage of the said demarcated limited common area and facilities. The Allottee hereby accords his/her/their no objection in this regard and agreed to not raise any claim, objection, dispute in future in relation to such right granted to the certain specific apartments/apartments in the manner aforesaid.

The Allottee who have /apartments inclusive of the right to use such designated Limited Common Areas shall be solely responsible for the maintenance of such area.

- vii. The Allottee hereby declares and confirms that except for the Parking Space(s), if any, allotted by the Developer/Lessee/ Association, the Allottee do/es not require any parking space/s including open parking space(s) and accordingly the Allottee waives his/her/its/their claim, right, title, interest whatsoever on the areas of parking space(s) in the Project. The Allottee further agree(s) and undertake(s) that it shall have no concerns towards the identification and allotment/allocation of the parking space(s) done by Developer/Lessee / Association, at any time and shall not challenge the same anytime in future. The Allottee agree(s) and acknowledge(s) that Developer/Lessee/the association shall deal with the parking space(s) in the manner Developer/Lessee / Association deems fit, subject to the terms of bye-laws and constitutional documents of the Association. The Developer/Lessee acknowledges and accepts the aforementioned waiver and accordingly has given effect to the same while calculating the Total Price.
- viii. It is agreed by the Allottee that the deposit of the Ad hoc corpus fund/sinking fund/reserve fund can be used by the Developer/Lessee/Association for the purpose of paying any emergency expenses towards the overdue maintenance charges, unpaid Government taxes & duties/ for all purposes and capital expenditure as required for the maintenance of the said Project. The Corpus Fund/Sinking fund/Reserve Fund will be payable by the Allottee to Developer/Lessee @ Rs. 537/- (Rupees Five hundred thirty seven Only) per sq. mtr. plus

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applicable taxes (if any) It is further stated that the said Corpus fund/sinking fund/reserve fund shall be an interest free deposit which will be kept with the Developer/Lessee. It is further clarified that Developer/Lessee shall handover the said interest free Corpus Fund/Sinking fund/Reserve Fund to the Association of Allottee, once it is formed. The said Association of Allottee shall have no right to claim any interest on such Corpus fund/sinking fund/reserve fund amount from the Developer/Lessee at any point of time.

- ix. 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 Schedule C of this Agreement or as and when demanded by the Developer/Lessee.

34.14 **RIGHTS OF THE DEVELOPER/LESSEE**

It shall be the obligation of the Developer/Lessee obligation to obtain the occupation certificate /completion certificate for the project upon completion of construction. The Developer/Lessee 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, obtain from the concerned local authority occupancy and /or completion certificates in respect of the Apartment.

It is further agreed that the Developer/Lessee/Association reserves the right to claim the additional amount towards the maintenance charges from the Allottee if the provision maintenance charges paid by the Allottee/s exhaust on an early date.

Additional Disclosures:

- i. There are no encumbrances upon the Apartment/ or Project Land or the Project except those disclosed in the title report, if any.

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- ii. There are no litigations pending before any Court of law with respect to the subject Land or Project except those disclosed in the title report.
 - iii. At the time of handing over of the unit, the Developer/Lessee shall handover lawful, vacant, peaceful, physical possession of the Common Areas and facilities of the Project to the Association, as and when the same is formed.
 - iv. 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 Developer/Lessee in respect of the subject Land and/or the Project except those disclosed in the title report.
 - v. Be it noted that to ascertain the stamp-duty and registration charges for registration of these presence, the Registration Department has considered the market value of car parking as covered car parking. However, the Allottee will not derive any right of covered car parking through the assessment slip. The car parking space will be allotted to the Allottee by the Association as and when the same is formed.
- 34.15 **IT IS CLEARLY UNDERSTOOD AND AGREED BY THE PARTIES THAT -**
- i. The Developer/Lessee 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 subject Land and any common rights of ways with the authority to grant such rights to the Allottees and/or users of apartment(s)/ being constructed on the subject Land (present and future) at all times and the right of access to 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 subject Land and if necessary to

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- connect the drains, pipes, cables etc. under, over or along the subject 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/other occupants of apartment(s)/ in building constructed on the subject Land till such time the Land is handed over to the Association/
- ii. Necessary provisions for the above shall be made in the transfer documents to be deeds of Lease/transfer/assignment/declaration/deeds of Apartment to be executed in respect of the /transfer of apartment(s)/apartment(s) in the buildings to be constructed on the Subject Land. The Allottee hereby expressly consents to the same.
- iii. The Allottee agree/s that the Allottee shall along with other Allottee/ occupants of the Project observe and perform the terms and conditions regarding use, enjoyment and sharing of Common Amenities, Facilities and Services to be provided in the Project, a list of the same is annexed hereto as **Schedule "E & F"**.
- iv. It is clearly understood and agreed by the Allottee that Common Amenities, facilities, services and common areas of the Project mentioned in the **Schedule "E" & "F"**, will be operational for use on and from **30TH SEPTEMBER, 2029**. It is also agreed by and between the parties that the right to use the amenities/facilities will be made available as and when the same is constructed subject to the Allottee being in compliance of all its obligations under this Agreement including timely payments of amounts if any, unless there is delay due to Force Majeure.
- v. In case the Allottee fails to comply with the terms and conditions set out in this Agreement, and / or in case the Allottee fails to make payment for consecutive demands made by the Developer/Lessee as per the Payment Plan (**Schedule "C"**) and the default continues for a period beyond 2 (two) consecutive months after notice from the Developer/Lessee, the Developer/Lessee 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

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Amount. Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Allottee executing and registering the deed of cancellation or such other document (“**Deed**”) within 30 (thirty) days of termination notice by the Developer/Lessee, failing which the Developer/Lessee shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee and the Allottee 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 Developer/Lessee’s right to forfeit and refund the balance to the Allottee and the Developer/Lessee’s right to sell/transfer the Apartment Further, upon such cancellation, the Allottee shall not have any right, title and/or interest in the Apartment and/or Parking Space and/or the Project and/or the Subject Land and the Allottee waives his/her/their/its right to claim and/or dispute against the Developer/Lessee in any manner whatsoever. It is further agreed that the interest and / or taxes paid on the Total Price shall not be refunded upon such cancellation/termination. Notwithstanding, the above, in the event the Allottee fails to execute and/or admit registration of the Deed in the manner aforesaid, then upon issuance of the termination notice by Developer/Lessee, this Agreement shall ipso facto stand terminated/cancelled for all intents and purposes, without any further recourse to any of the Parties. The Allottee acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

- vi. The Allottee hereby agree/s that in case the Allottees fail/s to respond and/or neglects to take possession of the Apartment within the time stipulated by the Developer/Lessee, then the Allottee shall in addition to the above, pay to the Developer/Lessee holding charges at the rate of Rs. 150/- (Rupees One Hundred & Fifty only) per month per square meter of the Total Area of the Apartment (“**Holding Charges**”) and applicable maintenance charges towards upkeep and maintenance of the Common Areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the Apartment shall remain

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locked and shall continue to be in possession of the Developer/Lessee but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition.

- vii. In the event the Allottee fails to take possession of the Apartment within such date as mentioned in the offer of possession letter then upon expiry of such period as mentioned in the possession letter then the Apartment shall lie at the risk and cost of the Allottee and it shall be construed to be deemed possession on the part of the Allottee. In furtherance to Clause - 7.2 above the maintenance charges shall commence from the CAM Commencement Date (as communicated by the Developer). The Allottee agrees and acknowledges that the Promoter's obligation of delivering possession of the Apartment shall come to an end and the Promoter shall not be responsible and/or liable for any obligation towards the Allottee for the possession of the said Apartment. During the period of such delay by the Allottee, the Apartment shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition and as and when the Allottee takes possession of the said Apartment it shall be handed over to the Allottee on an 'as is where is' basis along with applicable holding charges + taxes
- viii. Notwithstanding anything contained in this agreement, it is agreed between the Parties that upon receipt of the occupancy certificate issued by the concerned competent authority for the said Apartment/Flat, none of the parties shall be entitled to terminate this Agreement. It is however clarified that upon receipt of the occupancy certificate, in case the Purchaser/s default/s in any manner and/or fail/s to respond and/or neglect/s to take possession of the Apartment/Flat within the aforementioned time as stipulated by the Developer, then the Developer shall be entitled along with other rights under this Agreement, to terminate and/or forfeit/claim the entire Consideration towards the Apartment/ Flat along with Interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Purchaser/s further agree/s and acknowledge/s that the Developer's obligation of

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delivering possession of the Apartment/ Flat shall come to an end on the expiry of the time as stipulated by the Developer for the purpose and that subsequent to the same, the Developer shall not be responsible and/or liable for any obligation towards the Purchaser/s in any manner whatsoever for the possession of the Apartment/Flat.”

34.16 HOARDING RIGHTS

The Allottee hereby consents that the Developer/Lessee may and shall always continue to have the right to place/erect hoarding/s on the Subject Land, of such nature and in such form as the Developer/Lessee may deem fit and the Developer/Lessee shall deal with such hoarding spaces as its sole discretion and the Allottee agree/s not to dispute or object to the same. The Developer/Lessee shall not be liable to pay any fees/charges to the Association 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 Developer/Lessee and/or by the transferee (if any).

34.17 RETENTION

Subject to, and to the extent permissible under the Relevant Laws, the Developer/Lessee 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 UNALLOTTED APARTMENT/FLAT

- i. All 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 and Subject Land shall always belong to and remain the property of the Developer/Lessee at all times and the Developer/Lessee shall continue to remain in overall possession of such unallotted apartment(s)/flat(s)/premises/units and shall be entitled to enter upon the Project

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Land and the Building to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer/Lessee may deem necessary.

- ii. The Developer/Lessee shall without any reference to the Allottee, association, be at liberty to sub-let, sub lease or assign or otherwise deal with in any manner whatsoever all such unallotted apartment(s)/flat(s)/premises/units and spaces therein, as it deems fit. The Developer/Lessee shall be entitled to enter in separate agreements with the allottees/sub lessees of different apartment(s)/flat(s)/premises/units in the Building on terms and conditions decided by the Developer/Lessee in its sole discretion and shall without any delay or demur enroll the new purchaser/s as member/s of the association. The Allottee/s /Sub Lessees and / or the association shall not claim any reduction in the Total Price and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Developer/Lessee 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 by-laws, rules and regulations or resolutions of the association.

34.18 **RIGHT OF ALLOTTEE/S/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 Subject Land and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sub leased to the Allottee/Sub Lessee and all common amenities, facilities, services, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the under the possession and control of the Developer/Lessee until the said common amenities, facilities and services is handed over to the Association.

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34.19 PRESENT FOR REGISTRATION

The Allottee and/or Developer/Lessee 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 and the Developer/Lessee will attend such office and admit execution thereof.

34.20 ADDITIONAL COMPLIANCE OF LAWS

- i. The Allottee clearly and unequivocally confirm/s that in case remittances related to the Total Price 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 Developer/Lessee with such permission/approvals/no objections to enable the Developer/Lessee to fulfill its obligations under this Agreement. Any implications arising out of any default by the Allottee shall be the sole responsibility of the Allottee. The Developer/Lessee accepts no responsibility in this regard and the Allottee shall keep the Developer/Lessee 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, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate in writing to the Developer/Lessee immediately and comply with all the necessary formalities, if any, under the Relevant Laws.
- ii. The Allottee hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee 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,

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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**”).

The Allottee further declare(s) and authorize(s) the Developer/Lessee to give personal information of the Allottee to any statutory authority as may be required from time to time. The Allottee 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.

- iii. The Allottee further agrees and confirms that in case the Developer/Lessee becomes aware and/or in case the Developer/Lessee is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Developer/Lessee shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Allottee shall not have any right, title or interest in the said Apartment neither have any claim/demand against the Developer/Lessee, which the Allottee hereby unequivocally agrees and confirms. In the event of such cancellation/termination, the monies paid by the Allottee shall be refunded by the Developer/Lessee to the Allottee in accordance with the terms of this Agreement only after the Allottee furnishing to the Developer/Lessee a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee.
- iv. Furthermore, the Allottee acknowledge(s) and confirm(s) that the apartment/unit/flat/premises is not and shall not be the subject matter of a benami transaction as defined under the Benami Property Transactions Act, 2016 (“Benami Act”). The Purchaser/s understand(s) and agree(s) that in the event the apartment/unit/flat/premises is found to be a 'benami property' as defined under the said Benami Act and any proceedings are initiated under the Benami Act against the Developer/Lessee or the apartment/unit/flat/premises, the Developer/Lessee shall have the right to take appropriate legal action to protect its interests and the interests of bona fide purchasers. The Allottee shall

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fully cooperate with the Developer/Lessee and provide any assistance and documentation as may be required in such proceedings.

- v. It is also expressly agreed by the Allottee Lessee that in the event the apartment/unit/flat/premises is confiscated by the appropriate authorities under the provisions of the Benami Property Transactions Act, 2016, the Developer/Lessee shall not be liable to refund any amount paid by the Allottee under this Agreement, and the Allottee shall have no claim, whatsoever, against the Developer/Lessee in respect of such confiscated property.

34.21 **STAMP DUTY AND REGISTRATION CHARGES**

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

34.22 **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 Developer/Lessee 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 (“**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 7.44 acres of land lying and situated at 82/1, B.L. Saha Road, Kolkata-700053 (Previously 82, B.L. Saha Road, Kolkata - 700053) under P.S. - Behala, Mouja - Italgata, Touji No. 2, J.L No. 10 and spread over R.S. Plot Nos. 98,99,100,101,102,101/718 corresponding to R.S. Khatian No. 32 in Ward no. 117 of KMC, District - Kolkata.

PART - I(A)

DESCRIPTION OF THE PROJECT LAND

ALL THAT the 7.14 Acres out of 7.44 Acres of land lying and situated at 82/1, B.L. Saha Road, Kolkata-700053 (Previously 82, B.L. Saha Road, Kolkata - 700053) under P.S. - Behala, Mouja - Italgata, Touji No. 2, J.L No. 10 and spread over R.S. Plot Nos. 98,99,100,101,102,101/718 corresponding to R.S. Khatian No. 32 in Ward no. 117 of KMC, District - Kolkata

PART II

DESCRIPTION OF THE APARTMENT

ALL THAT the residential Apartment No. (**Apt. No**) on the (**Floor No**) floor of the Tower (**Tower No.**) having carpet area of (**Carpet Area in Sq.Mtr**) **sq.mtr** together with exclusive area of (**Exclusive Area in Sq.Mtr**) **sq.mtr**. The Carpet Area and Exclusive area aggregates to total area of (Total Area in Sq.Mtr) square meters ("Total Area") (corresponding Super Built Up Area being (SBU area in Sq.Mtr) **sq.mtr** equivalent to (**SBU area in Sq.Ft**) **sq.ft**) be the same a little more or less, in the project **GODREJ BLUE**, which is in course of construction, in and delineated in '**Red Colour**' border of Schedule B annexed hereto Together with the right to use, limited to the specific parking space allocated to the Applicant/s/Occupant/s by the Association in the

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common parking area, Together with right to use all the Common Amenities, facilities and Services as mentioned in **Schedule "E & F"** hereinafter written.

(DESCRIPTION OF THE PARKING)

ALL THAT ____ (_____) number of _____ parking space.

Schedule B

FLOOR PLAN/ TOWER PLAN/LAYOUT PLAN OF THE APARTMENT

Schedule C

**PAYMENT SCHEDULE AND MANNER OF
PAYMENT FOR THE ALLOTTEE/S**

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

Schedule D

SPECIFICATIONS

NOTE -THE ALLOTTEES ARE AWARE THAT SPECIFICATION AND/OR FITTINGS FIXTURES MENTIONED HEREIN ARE SUSCEPTIBLE TO STAINING AND VARIATIONS IN SHADES. THE ALLOTTEES SHALL NOT HOLD THE

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DEVELOPER/LESSEE RESPONSIBLE IN ANY MANNER WHATSOEVER IN THIS REGARD DURING THE DEFECT LIABILITY PERIOD AS PRESCRIBED UNDER THE ACT/RULES.

Schedule E&F

COMMON AMENITIES, FACILITIES AND SERVICES

AMENITIES

FACILITIES

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IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement 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

Developer/ Lessee

1.

2.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee

1.

2.

Drafted By

RECEIPT

RECEIVED of and from the within named **Allottee/Lessee** the within mentioned sum of **Rs. _____ (Receipt Amt)/- (Rupees: (Receipt Amt in Words))** only being part of booking money through several cheques / drafts / electronic transfer on different dates:-

(RUPEES (Receipt Amt in Words) ONLY)

WITNESSES:

1.

2.