

APPLICATION FORM

Sales order No.: _____ (For Office Use only)

Customer ID: _____(For Office Use only)

Date: _____

To,

GODREJ AMITIS DEVELOPERS LLP

Godrej One, 5th Floor, Pirojshanagar,
Eastern Express Highway, Vikhroli (East),
Mumbai 400 079, Maharashtra, India

Regional Office:

Godrej Waterside, Tower II,
Unit no.109, Plot no.5, Block DP,
Sector V, Salt Lake,
Kolkata - 700091
India

I/We, the Applicant/s mentioned below, request that I/we be allotted a commercial unit in terms of **Annexure A** in this Application in GODREJ SE7EN MLCP D2 ("**Project**"), details whereof are as under.

Project Name	GODREJ SE7EN MLCPD2
Land Details & Status	All That piece and parcel of land measuring 77 decimals equivalent to 0.77 acres, situated and lying at District South 24 Parganas, Police Station Bishnupur, within A.D.S.R. Bishnupur, Mouza Sarmasterchak, Touzi 351 B-I, in J.L. No.17, R.S. Dag No.2, R.S. Khatian No.609 under Kulerdari Gram Panchayat
Location of Tower	Situated on a portion of the Project Land morefully shown in in the Plan attached as Annexure B hereto. (herein after referred to as " Current Development ")

Customer Photo

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(First/Sole)

(Second)

(Third)

1. APPLICANT/S DETAILS

IN CASE OF INDIVIDUAL			
	1 st Applicant/s	2 nd Applicant/s	3 rd Applicant/s
Full Name (in capital)			
Date of Birth			
PAN or Aadhar No.			
Payment share for TDS			
Nationality			
Residential Status			
Passport No.(In case of *NRI/ Foreign Customers)			
Permanent Address			
Mobile No.			
Email Id			
Address for Communication			
Office Name & Address			

*Note: Applicant's passport size photograph and photocopies of PAN Card/OCI/PIO and Passport/Voter Card to be mandatorily submitted along with this Application Form. *All compliance in terms of the Foreign Exchange Management Act, 1999 and its amendments shall be the sole responsibility of the Applicant. By providing Applicant's personal information in this Application Form, the Applicant/s hereby consents and authorizes Godrej Properties Limited or/and its affiliates to communicate with the Applicant/s by email(s), call(s), SMS(es), electronic communication(s) using digital media or via any other mode of communication in relation to any of the information pertaining to the Project.*

In case of Company/ LLP/ HUF/ Partnership Firm	
Name	
Date of Incorporation/ Formation	
PAN/CIN	
Registered Office Address	
Name of Authorized Representative/ Partner /Karta	

Note: If Applicant/s is company, partnership firm, limited liability partnership, the following incorporation documents are required to be submitted along with this Application Form: (a) Certificate of Incorporation/Registration Certificate for the applicable entity (b) Memorandum of Association (c) Articles of Association (d) Partnership Deed (e) Limited Liability Partnership Agreement (f) Board/Partner's Resolution authorizing this purchase. Please affix the official stamp of the respective Company/LLP/Trust/Partnership firm/HUF/Society as may be applicable.

2.	MODE OF BOOKING			
	Direct or Channel Partner : _____			
	Name and Signature of Developer's sales representative: _____			
	Name, contact number, stamp and signature of Channel Partner (if applicable): _____			
	Channel Partner Representative Name _____			
	<i>(WBHIRA Registration No. _____, Valid upto _____)</i>			
3.	FINANCE FROM BANK / FINANCIAL INSTITUTION:			Yes / No.
	If yes, Preferred Financial Institution: _____			
4.	MODE OF PAYMENT	Cheque	Draft / P.O.	RTGS/NEFT Card Swipe

(First/Sole Applicant)

(Second Applicant)

(Third Applicant)

5.	I HEARD ABOUT YOU FROM? (Please tick the applicable)			
	Newspaper	Hoarding	Television Advertisement	Internet Advertisement
	Internet Portals	Corporate offer (<i>please specify</i>)	Emailer	Broker/Channel Partner (<i>please specify</i>)
	Referred by Bank / HFI (<i>please specify</i>)	Godrej Properties Website / GPL Facebook page / GPL iPad application	Other: _____	
Details of Newspaper, Website, Hoarding etc. _____.				
6.	PURPOSE OF PURCHASE:	Investment	Self-Use	

7. DETAILS OF UNIT (“Unit”) SALE CONSIDERATION AND ESTIMATED OTHER CHARGES:

1	Unit Details		
A	Details of Unit	Unit No. __, __ Floor,	
B	Location of Building	As shown shaded in RED in the Plan attached as Annexure B hereto.	
C	Area (in square meters only)	Carpet Area*	
		Exclusive Areas**	
		Total Area#	
D	Specification(s) of Unit	As per Annexure C . <u>[Note:- In case any fitting and fixtures are described of a particular brand then to put a qualification of price range in case such particular brand is not provided/is not available.]</u>	
E	Common Areas	As per Annexure D .	
F	Facilities	As per Annexure E	
2	Sale Consideration		
A	Unit Price Sales Consideration: Carpet Area, Exclusive Area including all amenities and facilities	Rs. ____/-	
B	Documentation Charges	Rs. ____/-	
C	Association Formation Charge	Rs. ____/-	
D	Estimated and Tentative Other Charges inclusive of 2 Years Maintenance Advance	Rs. ____/-	
E	Applicable Taxes		
Total		Rs. ____/- (Rupees _____ Only)	
F	Payment Schedule	As per Annexure F .	

*****Carpet Area** shall mean net usable floor area of the Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area appurtenant to the Unit for exclusive use of the Applicant/s and exclusive open terrace area appurtenant to the Unit for exclusive use of the Applicant, but includes the area covered by the internal partition walls of the Unit.

*****Exclusive Areas** shall mean exclusive balcony and/or exclusive open terrace and/or exclusive verandah appurtenant to the net usable floor area of the Unit and meant for exclusive use of the Applicant/s and other areas appurtenant to the Unit for exclusive use of the Applicant/s.

*****Total Area** shall mean the Carpet Area and Exclusive Areas collectively.

8. The Customer ID used in this application is for communication purpose only and is separate from the actual Car Parking Unit Number that shall be allotted to you at the time of possession. This Customer ID is for internal purpose only and does not indicate any physical demarcation whatsoever for the car parking.

9. In addition to the sale consideration, estimated other charges, I/we agree and undertake to pay the following amounts as and when demanded by the Developer, towards:

The Total Price which includes Taxes (consisting of tax paid or payable by the Developer by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer, by whatever name called) up to the date of handing over the possession of the Unit to the Allottee/s and the Project to the association of Allottee/s or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee/s to the Developer shall be increased/reduced based on such change/modification;

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee/s;

- i) All costs, charges and expenses including but not limited to stamp duty, registration charges and/or incidental charges in connection with the any of the documents to be executed for the sale of the Unit including on this Application Form and/or the Allotment Letter and/or the Agreement for Sale (*as defined below*) as per the provisions of applicable laws, shall be borne and paid by the Applicant/s as and when demanded by the Developer.

For the purpose of this Application form,

"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.

10. I/We further confirm that I/we am submitting this Application Form after understanding the entire manner and scope of development to be undertaken in the Project, including the details of the Carpet Area, Common Areas and Facilities being provided, without relying on any of the publicity materials / advertisements published in any form or any channel by the Developer or any third party in the past. I/We am/are aware and I/we confirm that the advisements / publicity material released in the past does not provide any warranty and may not be providing complete details / disclosures as may be required under the West Bengal Housing Industry Regulation Act, 2017 ("**WBHIRA**") and I/we am/are not relying on the same for my/our decision to purchase the Unit. I/We further confirm and undertake to not make any claim against the Developer or seek cancellation of the Application Form / allotment or refund of the monies paid by me/us by reason of anything contained in the publicity material / advertisement published in any form or in any channel. I/We acknowledge that I/we have not relied upon the structure depicted / illustrated in marketing collaterals and understand that the same is shown only as a suggested layout without any obligation on the part of the Developer to provide the same.

11. I/We acknowledge, agree and undertake that I/we shall neither hold the Developer or any of its affiliates liable/ responsible for any representation/ commitment/offer made by any third party to me/us nor make any claims/demands on the Developer or any of its affiliates with respect thereto.

12. All the above information provided by me/us is/are true and nothing has been concealed or suppressed. I/We undertake to inform the Developer promptly of any changes to the above

information and particulars furnished by me/us.

13. I/We hereby understand that my/our eligibility to avail subvention plan, if offered, for payments, shall be decided by the bank/financial institution in their sole discretion and in accordance with their policies, terms and conditions.
14. Save and except the information / disclosure contained herein and on WBHIRA website, I/we confirm and undertake not to make any claim against the Developer or seek cancellation of this Application Form / allotment letter/ Agreement for Sale or refund of the monies paid by me by reason of anything contained in other information / disclosure not forming part of this Application Form / allotment letter/ Agreement for Sale or the WBHIRA website.
15. I/We have fully read and understood the Terms and Conditions attached hereto as **Annexure A** which contains broad terms, conditions, representations, covenants, etc. as well as the terms of the Agreement for Sale uploaded on WBHIRA website and do hereby agree, undertake and covenant to abide and be bound by them and also by the area, sale consideration, estimated other charges and payment terms as set out herein. The Terms and Conditions as mentioned in Annexure A forms an integral part of this Application Form and shall always be read together with this Application Form and be construed accordingly.
16. I/We have taken the decision to purchase the Unit in the Project out of my/our own free will after giving careful consideration to the nature and scope of the entire development explained to me/us in person including the disclosures contained herein as well as made available on RERA website and remitted the amounts payable thereof fully conscious of my rights, liabilities and obligations. All the above information provided by me/us is true and nothing has been concealed or suppressed. I/We further undertake to inform the Developer promptly of any changes to the above information and particulars furnished by me/us.
17. I/We hereby enclose (i) a Cheque/Demand Draft No. _____ dated _____ in favour of “ _____ ” drawn on _____ Bank, _____ Branch _____ OR (ii) acknowledgement receipt of NEFT/RTGS/Debit Card/Credit Card bearing transaction reference no. _____ dated _____ for an amount of Rs. _____ /- (Rupees _____ only) as and by way of booking amount payable by me/us.

Signature(s)

(First/Sole Applicant/s)

(Second Applicant/s)

(Third Applicant/s)

ANNEXURE A
TERMS & CONDITIONS

The Applicant/s agrees, acknowledges, confirms and covenants that:

- (a) The Applicant/s is/are aware that:
- i) The Oval Developers Pvt. Ltd. (“Owner”) executed a Deed of Conveyance dated 23.03.2017 in favour of the Developer an area of 0.77 acres situated and lying at District South 24 Parganas, Police Station Bishnupur, within A.D.S.R. Bishnupur, Mouza Sarmaterchak, Touzi 351 B-I, in J.L. No.17, R.S. Dag No.2, R.S. Khatian No.609 under Kulerdari Gram Panchayat (“Project Land”).
 - ii) The Developer currently proposes to develop the Project Land measuring about 0.77 acres of land of the project named as GODREJ SE7EN MLCP D2 which is a commercial development for the purpose of Car parking (hereinafter referred to as “Current Development”) and this Application Form is for allotment of the Unit situated in the Current Development.
 - iii) The plans, specifications, images and other details herein may undergo change in accordance with applicable laws, directions/orders of the statutory authorities. The process of approvals has been initiated and some of the approvals may be received over a period of time.
 - iv) Post development of the entire Project Land, it is envisaged by the Developer, that the Developer may depending on the nature, scope and use of entire development, form a co-operative society / condominium / limited company or combination of them for the Project and at its discretion and form an apex body (being either a co-operative society / condominium / limited company or combination of them) for the entire development or separate apex association / apex body / apex bodies (being either a co-operative society / condominium / limited company or combination of them) for commercial zones, if any, as the Developer may deem fit.
- (b) The Applicant/s has fully understood the development scheme as envisaged by the Developer. The Applicant/s is aware that the title of the Project Land is clear and marketable.
- (c) The Applicant/s hereby agrees and undertakes to pay all the amounts due and payable to the Developer in accordance with the Payment Schedule on or before the respective due dates. Further, in the event the Applicant/s offers to make advance payments to the Developer simultaneously with the amounts due on completion of any of the payment milestones towards the Unit, at the express request of the Applicant/s, the Developer may offer a rebate to the Applicant/s as the Developer may deem fit and proper. It is hereby clarified that the foregoing rebate is further subject to the Applicant/s complying with all its obligations under this Application Form including timely payment of installments. Save as foregoing, the quantum of rebate shall not be subject to any change/withdrawal. Subject to timely payment of installments, the Applicant/s understands that in the event the Applicant/s wishes to make any advance payments, the Applicant/s can make the same only after the Applicant/s has registered the Agreement for Sale within the timelines stipulated by the Developer. The Applicant/s further understands and agrees that the Developer shall have the right to accept or reject such advance payment on such terms and conditions as the Developer may deem fit and proper.
- (d) For the purpose of this Application Form, the term Booking Amount shall mean 20% (twenty percent) of the total sale consideration including but not limited to the part of the Booking

Amount (*as defined below*) (“**Booking Amount**”). The Applicant/s hereby agrees, confirms and undertakes to come forward and register the Agreement for Sale of the Unit on or before the payment of 10% (ten percent) of sale consideration to the Developer or as stipulated by the Developer, failing which the Developer shall without prejudice to any other rights be entitled at its sole discretion to (i) charge Interest to the Applicant/s and/or (ii) cancel this Application Form / allotment letter and forfeit the Booking Amounts and the Non-Refundable Amounts as defined herein below.

- (e) Notwithstanding the fact that the Developer may have issued an acknowledgement by way of a receipt for the money as a part of the Booking Amount tendered with this Application Form, the Applicant/s has clearly understood that this Application Form is only a request of the Applicant/s for allotment of the Unit and does not constitute a final/provisional allotment or an agreement
- (f) The Developer, at its absolute discretion, shall be entitled to reject this Application Form without assigning any reason whatsoever. In the event of rejection of this Application Form, the part of the booking amount tendered by the Applicant/s shall be refunded by the Developer without any liability towards interest/damages. Further, in the event the Developer decides to allot the Unit in favor of the Applicant/s, the Developer will send the intimation thereof to the Applicant to make payments as per the Payment Schedule towards further consideration. Upon receipt of the same, the Developer shall proceed with allotment of the Unit and registration of the Agreement for Sale.
- (g) The Applicant/s further agree and understand that the allotment of the Unit is further subject to the Applicant/s paying the requisite stamp duty and registration charges and registering the Agreement for Sale within the timelines stipulated by the Developer, failing which, the Developer is entitled to charge Interest as mutually agreed under the terms of this Application Form. The Applicant/s further agrees and understands that in the event the Applicant/s fail to register the Agreement for Sale within the stipulated timelines, the same shall not be treated as a deemed cancellation of allotment and the Applicant/s agrees to be bound by the terms of this Application Form and waive off any right to the contrary that the Applicant/s may have under any applicable law.
- (h) Without prejudice to the Developer’s right to charge Interest, in the event the Applicant/s fails to (i) pay the requisite stamp duty and registration charges within the stipulated timelines and / or (ii) come forward for registration of the Agreement for Sale within the stipulated timelines, the Developer may, at its sole discretion reserves its right to cancel this Application Form/ revoke the allotment of the Unit and in event the Developer exercises its right to cancel/ revoke, then the Non-Refundable Amounts as defined herein below shall stand forfeited and the Applicant/s shall not raise any claims/dispute and waive off any rights/claims to the contrary that the Applicant/s may have under any applicable law.
- (i) The Applicant/s is not vested with any right, interest or entitlement in or over the Unit, until a formal Agreement for Sale (“**Agreement for Sale**”) is executed and registered between the Developer and the Applicant/s under the applicable laws within the timelines stipulated by the Developer. The term “allot” or “allotment” or “Allotment Letter” wherever included in the Application Form shall always mean “provisional allotment” until the Agreement for Sale is executed and registered by the Developer and the Applicant.
- (j) All outstanding amounts payable by any party under this transaction to other shall carry such 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 WBHIRA and Rules made thereunder (“**Interest**”) from the date they fall due till the date of receipt/realization of payment by the other party. Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.

- (k) In the event if the Applicant/s fails or neglects to (i) make the payment of the sale consideration and all other amounts due including but not limited to estimated other charges due from the Applicant/s as mentioned in this Application Form and/or Allotment Letter and/or Agreement for Sale on due dates (ii) comply with the obligations as set out herein/ Allotment Letter/ Agreement for Sale including timely registration of Agreement for Sale, at any point of time, the Developer shall be entitled, without prejudice to other rights and remedies available to the Developer, to cancel/terminate this transaction and forfeit the Booking Amount including but not limited to the Application Money, from the amounts paid till such date and (a) Interest on any overdue payments and (b) brokerage paid to channel partners/brokers, if any, and (c) administrative charges as determined by the Developer (d) all taxes paid by the Developer to the Authorities and (e) amount of stamp duty and registration charges to be paid on deed of cancellation of the Agreement for Sale, if Agreement for Sale is registered and (f) any other applicable taxes and (g) subvention cost (if the Applicant/s has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank, (collectively referred to as the “**Non-Refundable Amount**”). Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest upon registration of the deed of cancellation, if applicable. For the sake of clarity, the interest and/or taxes paid on the sale consideration shall not be refunded upon such cancellation / termination. Upon such cancellation, the Applicant/s shall not have any right, title and/or interest in the Unit and/or car park space and/or the Project and/or the Project Land and the Applicant/s waives his right to claim and/or dispute against the Developer in any manner whatsoever.
- (l) The Applicant/s acknowledges and agrees that such forfeiture and the refund of the balance amount, if any, to the Applicant/s shall be deemed to be full and final settlement of the claim and the Developer shall be entitled to sell the Unit to any third party of the Developer choice without any recourse to the Applicant.
- (m) The Applicant/s further agrees that in the event this Application Form is withdrawn/cancelled by the Applicant/s for reasons not attributable to Developer’s default, then the Developer shall be entitled to forfeit the Booking Amount and the Non Refundable Amount.
- (n) The Applicant/s further agrees and acknowledges that if in the event of any variation in the Carpet Area of the Unit, the sale consideration payable for the Carpet Area shall be recalculated upon confirmation by the Developer and in such event only recourse shall be a prorata adjustment in the last installment payable by the Applicant/s towards the Sale Consideration. It is hereby clarified in case of variations/ additions required due to architectural and structural reason duly recommended and verified by Architect or Engineer, the Developer shall intimate the Applicant/s in writing and the Applicant/s hereby gives its consent for such variation or addition.
- (o) The Applicant/s agrees and understands that the Other Charges as mentioned in **Annexure F** are only estimated amounts and are payable by the Applicants/s over and above the total sale consideration. The Applicant/s agrees and undertakes to pay all charges towards electricity, water and sewerage connection, maintenance charges, etc. for upkeep and maintenance of various common services and facilities, as may be called upon by the Developer/Association/Apex Body.

- (p) The Developer shall offer possession of the Unit to the Applicant/s on or before 31st day of December, 2023 (“**Delivery Date**”) and shall deliver the Common Areas and Facilities on or before the Delivery Date. The Delivery Date shall stand reasonably extended on account of (i) any force majeure events and/or (ii) reasons beyond the control of the Developer and/or its agents and/or (iii) due to non-compliance on the part of the Applicant/s including on account of any default on the part of the Applicant/s. In case the Developer is unable to offer possession on or before the Delivery Date for any reasons other than those set out in the foregoing, then on demand in writing by the Applicant/s, the Developer shall refund the amounts received from the Applicant/s along with prescribed Interest in accordance to the applicable laws.
- (q) In the event the Applicant/s fails to take possession of the Unit within the stipulated timelines, then the Applicant/s shall be liable to pay to the Developer Rs.110/- (Rupees One Hundred and Ten Only) per month per square meter on the Total Area of the Unit and applicable maintenance charges for the upkeep and maintenance of the Unit.
- (r) Due to any operation of law / statutory order/otherwise, if a portion of the Project or the entire Project is discontinued/ modified resulting in cancellation of allotment, then the Applicant/s affected by such discontinuation/ modification will have no right of compensation from the Developer in any manner including any loss of profit. The Developer will, however, refund all the money received from the Applicant/s without any liability towards any interest/costs/damages, subject to deduction of applicable taxes.
- (s) The Applicant/s is aware that for the purposes of maintenance and management of the Project, the Developer would be appointing a facility management company, at its sole discretion without any reference to the Applicant/s and other occupants of the Project on such terms and conditions as the Developer may deem fit and the Applicant/s agrees and consents to the same. The Applicant/s acknowledges that the Developer may also retain some portion / units / Units in the Project which may be subject to different terms of use as may be permissible under law, and the Applicant/s shall not raise any objections with respect to the same.
- (t) The Applicant/s shall not be entitled to transfer/assign his interest in the Unit in favor of any third party unless (i) 50 (fifty percent) of the sale consideration has already been paid; and (ii) a term of 1.5 (one and half) years (i.e. eighteen months) has elapsed from the date of issuance of this Allotment Letter, whichever is later; and (iii) the Applicant/s has obtained prior written consent of the Developer. The Developer reserves the right to allow such transfer at its sole discretion on payment of transfer charges of Rs. 110/- (Rupees one hundred and ten only) per square meter plus taxes as applicable on the Total Area. On such transfer recorded / endorsed by the Developer, the Applicant/s along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Developer, to abide by all the terms and conditions of this Application Form /Agreement for Sale. The Applicant/s shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.
- (u) The name of the individual towers and/or the respective phases in the Project may be amended at the sole discretion of the Developer and the Applicant/s shall not be entitled to raise any objection/hindrance on the same. Further, the association of the brand name “Godrej” (in its registered logo form) or a combination of words with prefix as “Godrej” (“**Brand Name**”) shall at all times be subject to the sole control of Godrej Properties Limited (“**GPL**”) who is one of the partners of the Developer. It is agreed and accepted by the Applicant(s) that the Brand Name shall

always be used in the form in which it is registered with the concerned authorities and the color combination, the design; the appearance shall not be changed under any circumstances, unless GPL has itself informed in writing about any change in the logo/Brand Name.

- (v) In the case of joint application for the Unit, unless a duly executed instruction by all such joint Applicant/s is provided to the Developer at the time of termination, all payments/ refund to be made by the Developer to the Applicant/s under the terms of the transaction documents, upon termination, shall be made to the first mentioned Applicant, which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint Applicants.
- (w) All terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of West Bengal Housing Industry Regulation Act, 2017 (“**WBHIRA**”) (“**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 and the Rules and Regulations shall be deemed to be automatically included in this Applications Form and similarly any such provision which is inconsistent or contradictory to the Act and the Rules and Regulations shall not have any effect.
- (x) In case the Parties are unable to settle their disputes within 15 (fifteen) days of intimation of dispute by either Party, the Parties shall in the first instance, if permitted under law, have the right to settle the dispute through arbitration in accordance to the procedure laid down under the applicable laws. 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 held in Mumbai and conducted in English only. This transaction will be subject to the exclusive jurisdiction of Courts at Kolkata only.
- (y) Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa, which means the use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Application form so demands.

The contents of this Application Form, including the terms and conditions therein and price and payment plan have been explained to me and I hereby solemnly agree to be bound by them.

Signature(s)

(First/Sole Applicant)

(Second Applicant)

(Third Applicant)

(First/Sole Applicant)

(Second Applicant)

(Third Applicant)

ANNEXURE B

Plan

DRAFT

ANNEXURE C
Specification(s) of the Unit

1.	Configuration	G+3 MLCP
2.	Flooring	IPS/Screed Flooring or equivalent
3.	External paint	External surface Painted
4.	Stair Case Fire Door	Wooden/ metallic Fire Door
5.	Stair Case railing	MS Railing
6.	Lift	01 No.
	<u>MEP</u>	
7.	Fire	Sprinkler and hydrant arrangement
8.	Electrical	Common area illumination with charging points

ANNEXURE D COMMON AREAS AND PORTIONS

Common Areas of the Project shall mean the “common areas” as defined under clause (m) of Section 2 of the West Bengal Housing Industry Regulation Act, 2017, read with the applicable Rules.

The Applicant/s/Occupant/s shall have user rights in the undivided proportionate share in the Common Areas of the Project which is inclusive of the amenities (morefully described in Annexure E below) common to all Applicant/s/Occupant/s.

The aforementioned right to use the Common Areas shall be exercised by the Applicant/s/Occupant/s without causing any inconvenience or hindrance to other Applicant/s/Occupant/s in the Project Land.

FACILITIES

1. Fire Fighting Facilities
2. Emergency Evacuation
3. Water Connection Tap off

**ANNEXURE F
PAYMENT SCHEDULE**

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

Parameters	Amount
A. Sales Consideration:	
B. Documentation (incl Charges (included))	
C. Society Formation (incl Charge (included))	
D. Estimated and Tentative Other Charges inclusive of 2 Years Maintenance Advance	
E. Sinking Fund Deposit	
F. Applicable Taxes	
TOTAL PRICE (A+B+C+D+E+F)	

PAYMENT PLAN

Milestone	Parking in Dag 2
Booking Amount	9.8% of the Sales Consideration (A)
Registration	
Within 75 days of booking (Post Registration)	50% of the total consideration less 9.8% received
On completion of Top Floor Slab of the structure	20% of the total consideration
On Notice of Possession of the Unit	Balance 30% Amount +OC (B+C+D+E)

The Developer has the discretion to raise invoices for the milestones which has been completed / achieved irrespective of sequences of milestones.

In the event the Developer is able to complete the construction of the Project before or within the abovementioned timeline, for the purpose of handover of possession, subject to the provisions of the applicable law and terms prescribed under this Agreement, the Developer shall intimate the same to the Allottee/s and call upon the same to take possession, on making payment of the balance consideration.

It is clarified that as per the provisions of the said Act, this Agreement shall be registered before the Registration Authority upon receipt of 10% the Total Price, which is part of the Booking Amount, The Allottee/s shall be liable to pay on the Total Price, Stamp Duty and Registration charges as per the prevailing statutory norms of the Govt. towards registration at his own expense.

(First/Sole Applicant)

(Second Applicant)

(Third Applicant)

The sales consideration is inclusive of the Carpet Area, Exclusive Areas, and proportionate consideration for common area charges including club house development charges calculated on the Carpet Area of the unit including the proportionate consideration towards facilities.

The Allottee/s shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within 15 (fifteen) days of Developer sending invoice/demand letters towards completion of each milestone. Intimation forwarded by Developer to the Allottee/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Allottee/s and the Allottee/s agree/s not to dispute the same. The Allottee/s hereby understand/s and agree/s that, save and except for the intimation from the Developer as provided under this Clause, it shall not be obligatory on the part of the Developer to send reminders regarding the payments to be made by the Allottee/s as per the payment schedule mentioned in this Clause, and the Allottee/s shall make all payment/s to the Developer on or before the due dates, time being the essence of this Agreement.

All payments to be made by the Allottee/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of “_____”.

For the purpose of remitting funds from abroad by the Allottee/s, the following are the particulars of the beneficiary:

Beneficiary's Name: _____
Beneficiary's Account No. : _____
Bank Name : _____
Branch Name : _____
Bank Address : _____
Swift Code : _____
IFSC Code : _____

In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the Unit, the Allottee/s undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Developer through an account payee cheque/demand draft drawn in favour of “_____”.

If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honored for any reason whatsoever, then the same shall be treated as default under this agreement and the Developer may at its option be entitled to exercise the recourse available thereunder. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs.500/- (Rupees five hundred only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs.1000/- (Rupees one thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s)/RTGS/NEFT only.

Further, at the express request of the Allottee/s, the Developer may at its sole discretion offer a rebate to the Allottee/s in case the Allottee/s desires to give early payments any time hereafter. It is hereby clarified that the foregoing rebate is subject to the Allottee/s complying with all its obligations under this Agreement including timely payment of the installments. Save as foregoing, the quantum of rebate once offered by the Developer shall not be subject to any change/withdrawal. The Allottee/s further understands and agrees that the Developer shall have the right to accept or reject such early payments on such terms and conditions as the Developer may deem fit and proper. The early payments received from the Allottee/s under this Clause shall be adjusted against the future milestone payment due and payable by the Allottee/s.

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