

Agreement for Sale

This Agreement for Sale (Agreement) executed on this _____ day of _____, 2020.

By and Between

Oval Developers Private Limited, (CIN No.U70101WB2005PTC103517) (PAN No.**AAACO7628P**) (“**Oval**”) a company within the meaning of Companies Act, 2013 having its registered office at Mansarovar Building, 3B Camac Street, Kolkata – 700 016 hereinafter referred to as “**Owner**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and permitted assigns); of the **FIRST PART**

AND

GODREJ AMITIS DEVELOPERS LLP (AAD-1617) (PAN No.**ABBF8013D**), a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act, 2008 having its registered office at Godrej One, 5th floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai 400 079 and also having its office at Godrej Waterside, Tower II, Unit no.109, DP-5, Sector V, Salt Lake, Kolkata – 700091, hereinafter referred to as the “**Developer**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include its partners for the

time being and from time to time constituting the firm, and the survivors or survivor of them and the legal heirs, executors., administrators and successors of the last surviving partner and their assigns), through its authorized representative Mr. _____, son of _____, working for gain at its City Office “Godrej Waterside”, Tower II, Unit No.109, Plot No.5, Block DP, Sector V, Salt Lake City, P.O. Sech Bhavan, P.S. Bidhannagar, Kolkata-700091, West Bengal, **PAN** _____ (Aadhar No. _____), authorized vide Board Resolution dated _____ of the **SECOND PART**;

AND

[If the Allottee is a company]

_____. (CIN No._____) a company within the meaning of Companies Act, 2013, having its registered office at _____ (PAN _____), represented by its authorized signatory, (Aadhar No. _____) duly authorized vide Board Resolution dated _____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____ (PAN _____), represented by its authorized partner _____, (Aadhar No._____) duly authorized vide hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr./Mrs. _____ (Aadhar No._____), son/daughter of _____, aged about _____ years, residing at _____ (PAN _____) hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

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

[If the Allottee is a HUF]

Mr. _____, (Aadhar No. _____), son of _____, aged about ____ years, for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at _____ (PAN _____), hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

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

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires, -

- i. **ACT:** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- ii. **RULES:** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- iii. **REGULATIONS:** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- iv. **SECTION:** means a section of the Act;

WHEREAS:

A.

- i. The Owner herein has, vide a Deed of Conveyance dated 23.03.2017 and registered in the office of Additional District Sub Registrar, Bishnupur, in Book No. I, Volume no. 1613-2017, Pages from 30375 to 30401, being no.161301475 for the year 2017 purchased and acquired all that pieces and portion of land admeasuring 77 Decimals equivalent to 0.77 Acres morefully described in Schedule A hereunder written and shown delineated by RED colour boundary line on the Plan thereof hereto annexed as Annexure A, hereinafter referred to as the “**Project Land**” and as described in the **Schedule “A”** hereunder written. By and under a Supplementary Development Agreement dated 22nd July 2019 and registered in the office of Additional Registrar of Assurances IV, Kolkata, in Book no. I, Volume no.1904-2019, Pages from 352559 to 352673 being Deed no.190407260 for the year 2019, made between the Owner and the Developer herein, had exclusively and irrevocably granted unto the Developer the Development Rights in respect of land measuring about 0.77 acres of lying and situated in

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District South 24 Parganas, P.S. Bishnupur, Mouza: Sarmaster Chak, in J.L. No.17, L.R. Khatian No. 609 comprised in L.R Dag No.2 a, morefully described in Schedule of the said Supplementary Development Agreement which is same as Schedule "A" thereunder written and shown in Red colour hash lines on the Plan thereto annexed as 'Annexure A' at and for consideration and on the terms and conditions more particularly set out therein.

- ii. In terms of the said Supplementary Development Agreement dated 22nd July 2019 made between the Owner herein and the Developer, the Owner herein also executed a Power of Attorney dated 8th August 2019 duly registered with the Additional Registrar of Assurance – IV, Kolkata in Book – I, Volume No. 1904-2019, Pages 380295 to 380331, being No. 190407947 for the year 2019 whereby the Owner have appointed the Developer as its constituted attorney and inter-alia authorized the Developer to negotiate for sale and transfer of the new building or part thereof to be constructed at the Project Land and to enter into or make agreement for sale or any other agreement and conveyance with the intending Allottee/s in respect thereof and to receive consideration from time-to-time and to sign and give valid and effectual receipts or discharges thereof.
- iii. By virtue of the aforesaid acts and deed the Owner became the legal, rightful and exclusive owner of and otherwise are well and sufficiently entitled to the Project Land with clear and marketable title free from all encumbrances, impediments and the Owner hold vacant and peaceful possession of the Project Land with certain existing structures which the Developer shall have the right to demolish at its discretion at any time without requiring any consent or approval of the Owner morefully described in **Schedule "A"** hereunder.
- iv. The Owner has demarcated the Project Land and has completed the fencing around the peripheral boundary of the entire Project Land.
- v. The Owner had applied for and obtained mutation in respect of the said entire Project Land before the Block Land & Land Reforms Office, at Bishnupur, South 24 Parganas and also applied for conversion of the said entire Project Land before the Sub-Divisional Land and Land Reforms Officer, South 24 Parganas and by an Memo dated 6/P/6/1420 dated 14.11.2017 the nature of the Project Land has been converted to "Garage".

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B. The said Project Land is earmarked for the purpose of building a Commercial Parking Space comprising inter-alia Multi Level Car Parking Space and the said space shall be known as “**GODREJ SE7EN MLCP D2**”, (hereinafter referred to as the “**Project**”).

C. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Project Land on which the Project to be constructed have been completed.

D. The Developer has submitted the Notice of Commencement under the prescribed format before South 24 Parganas Zilla Parishad on _____. The said Notice was duly acknowledged by said Zilla Parishad on _____. The Developer has also obtained Consent to Establish bearing Ref. No. Memo No _____ dated _____ from Pollution Control Board permitting the construction/development of the Project.

E. The Developer has obtained the final layout plan, sanctioned plan from Zilla Parishad, South 24 Parganas having No. _____ dated _____, also specifications and approvals for the Project in the Project. The Developer 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.

F. The Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration No. _____.

G. That AMITIS DEVELOPERS LLP has now become GODREJ AMITIS DEVELOPERS LLP (the “DEVELOPER” herein) by virtue of a Fresh Certificate of Incorporation Consequent upon Change of Name issued by the Government of India, Ministry of Corporate Affairs in pursuance to Rule 20(3) of the LLP Rules, 2009 on and from 24th December, 2019.

H. The Allottee/s had applied for _____ car parking space in the Project vide application dated _____ and has been allotted car parking space being no. _____, located at _____ in in the Project, as permissible under the applicable law and of pro rata share in the common areas (“**Common Areas**”) as defined under clause (m) of Section 2 of the Act (hereinafter

referred to as the “**Unit**”) more particularly described in **Schedule “A”** and the floor plan or the Unit is annexed hereto and marked as **Schedule “B”**;

I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

J. The Parties hereby confirm that they are signing the Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

K. 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;

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee/s hereby agrees to purchase the Unit as specified in para G.

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 agrees to sell to the Allottee/s and the Allottee/s hereby agrees to purchase the Unit as specified in para G.

1.2 The Total Price for the Unit based on the carpet area is **Rs.** _____
(Rupees _____ only) (“Total Price”):

Block/Building/Tower No.	Rate of Unit per square
Unit No.	feet
Type: Commercial	
Floor:	
A. Sales Consideration: Carpet Area, Exclusive Area including all amenities and facilities	

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B. Documentation Charges	
C. Association Formation Charge	
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)	

Note:

Interest Free advance common area maintenance charges have been calculated on a proposed estimated cost and may vary as per actuals at the time of possession.

The above mentioned Advance Common Area Maintenance and Sinking Fund/Maintenance Deposit shall be taken by the Developer in the name of the interim body/Association and on its behalf, if such body formed by the time the payment is taken and of the not then in the name of Developer. The sinking fund/Maintenance Deposit, if taken by the Developer in its own name, shall be transferred by the Developer to the association of the owners upon its formation.

Explanation:

- i. The Total Price above includes the booking amount paid by the Allottee/s to the Developer towards the Unit;
- ii. The Total Price above 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

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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;

- iii. The Developer shall periodically intimate in writing to the Allottee/s, the amount payable as stated in (i) above and the Allottee/s shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottee/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- iv. The Total Price of Unit includes price of recovery of land, construction of [not only the Unit but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project.

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

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

1.5 The Developer may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee/s 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 or rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Developer.

1.6 It is agreed that the Developer shall not make any additions or alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in **Schedule “D”, and Schedule “E”** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Project, plot or building, as the case may be, without the previous written consent of the Allottee/s as per the provisions of the Act.

Provided that the Developer may make such minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as per the provisions of the Act.

1.7 The Developer shall confirm to the final carpet area that has been allotted to the Allottee/s after the construction of the Project 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. If there is a reduction in the carpet area then the Developer shall refund the excess money paid by the Allottee/s within 45 (forty five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Unit, allotted to Allottee/s, the Developer may demand that from the Allottee/s as per the next milestone of the Payment Plan as provided in **Schedule “C”**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of the Agreement.

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

- i. The Allottee/s shall have exclusive ownership of the Unit ;
- ii. The Allottee/s shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee/s in the Common Areas is undivided and cannot be divided or separated, the Allottee/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the common areas to the Association/Apex Body of Allottee/s after duly obtaining the completion certificate from the competent authority as provided in the Act.
- iii. That the computation of the price of the Unit includes recovery of price of land, construction of [not only the Unit but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Project/Unit, lift, water line and plumbing, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project;
- iv. The Allottee/s has the right to visit the Project site to assess the extent of development of the Project and his Unit, as the case may be.

1.9 It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other Project or zone and shall not form a part of and/or linked/combined with any other Project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee/s. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee/s of the Project Land.

1.10 The Developer agrees to pay all outgoings before transferring the physical possession of the Unit to the Allottee/s, which it has collected from the Allottee/s, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Developer fails to pay all or any of the outgoings collected by it from the

Allottee/s or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee/s, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

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

2. **MODE OF PAYMENT :**

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

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

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

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

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

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

5. **TIME IS ESSENCE :**

The Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit to the Allottee/s and the common areas to the association of Allottee/s or the competent authority, as the case may be.

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

6.1 The Allottee/s has seen the proposed layout plans, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities (annexed along with this agreement) which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density

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norms and provisions prescribed by the West Bengal Municipal Act, 1993 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 shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE UNIT:**

7.1 **Schedule for possession of the said Unit**– The Developer agrees and understands that timely delivery of possession of the Unit to the Allottee/s and the common areas to the association of Allottee/s or the competent authority, as the case may be, is the essence of the Agreement. The Developer assures to hand over possession of the Unit along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on **31st December, 2023** unless there is 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 (“**Force Majeure**”). If, however, the completion of the Project is delayed due to the Force Majeure condition then the Allottee/s agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Unit.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee/s the entire amount received by the Developer from the allotment within 45 (forty five) days from that date. The Developer shall intimate the Allottee/s about such termination at least 30(thirty) days prior to such termination. After refund of the money paid by the Allottee/s, the Allottee/s agrees that he/she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession** – The Developer, upon obtaining the occupancy certificate from the competent authority, shall offer in writing the possession of the Unit, to the Allottee/s in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee/s shall be carried out by the Developer within 3 (three) months from the date of issue of occupancy certificate]. The Developer agrees and

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undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee/s, after taking possession, agree(s) to pay the maintenance charges as determined by the Developer/association of Allottee/s, as the case may be after the issuance of the completion certificate for the Project. The Developer shall hand over the occupancy certificate of the Unit/Project, as the case may be, to the Allottee/s at the time of conveyance of the same.

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

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

[Provided that, in the absence of any local law, the Developer shall hand over the necessary documents and plans, including common areas, to the association of Allottee/s or the competent authority, as the case may be, within 30 (thirty) days after obtaining the completion certificate].

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

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

7.6 Compensation: The Developer shall compensate the Allottee/s in case of any loss caused by him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under

the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of business as a Developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Developer shall be liable, on demand to the Allottee/s, in case the Allottee/s wishes to withdraw from the Project without prejudice to any other remedy available to return the total amount received by him in respect of the Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty five) days of it becoming due;

Provided that where if the Allottee/s does not intend to withdraw from the Project, the Developer shall pay the Allottee/s interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Unit which shall be paid by the Developer to the Allottee/s within 45 (forty five) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

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

- i. The Developer has absolute, clear and marketable title with respect to the Project Land; the requisite rights to carry out development upon the said Project Land and absolute, actual, physical and legal possession of the said Land for the Project;
- ii. The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- iii. There are no encumbrances upon the said Land for the Project;
- iv. There are no litigations pending before any Court of Law or Authority with respect to the said Land, Project, Commercial Space or the Unit ;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land, Project and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Project, Building and Unit and common areas;
- vi. The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title

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and interest of the Allottee/s created herein, may prejudicially be affected;

- vii. The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land including the Project and the said Unit which will, in any manner, affect the rights of Allottee/s under this Agreement;
- viii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Unit to the Allottee/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee/s and the common areas to the association of Allottee/s or the competent authority, as the case may be ;
- x. The Schedule Property is not the subject matter of any HUF and no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- xi. The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Competent Authority till the completion certificate has been issued and possession of Unit, plot or structure in the Project, as the case may be, along with common areas (equipped with all specifications, amenities and, facilities) has been handed over to the Allottee/s and the association of Allottee/s or the competent authority, as the case may be;
- 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 in respect of the Project Land and/or the Project.

9. **EVENTS OF DEFAULTS AND CONSEQUENCES :**

- 9.1 Subject to the Force Majeure clause, the Developer shall be considered under a condition of Default, in the following events:
 - i. Developer fails to provide ready to move in possession of the Unit to the Allottee/s within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para 'ready to

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move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be has been issued by the competent authority;

- ii. Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Developer under the conditions listed above, Allottee/s is entitled to the following :

- i. Stop making further payments to Developer as demanded by the Developer. If the Allottee/s stops making payments the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee/s be required to make the next payment without any interest; or

- ii. The Allottee/s shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee/s under any head whatsoever towards the purchase of the Unit, along with interest at the rate prescribed in the Rules within 45(forty-five) days of receiving the termination notice;

Provided that where an Allottee/s does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit, which shall be paid by the Developer to the Allottee/s within 45 (forty-five) days of it becoming due.

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

- i. In case the Allottee/s fails to make payment for consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee/s shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules. It is clarified that reminders and or notices for payment of instalments or notice for rectification of default as per the Payment Plan shall also be considered as Demand for the purpose of this clause;
- ii. In case of Default by Allottee/s under the condition listed above continues for a period beyond 2(two) consecutive months after notice

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from the Developer in this regard, the Developer may cancel the allotment of the Unit in favour of the Allottee/s and refund the money paid to him by the Allottee/s by deducting inter alia the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the Developer shall intimate the Allottee/s about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE SAID UNIT :

The Developer, on receipt of Total Price of the Unit as per para 1.2 under the Agreement from the Allottee/s, shall execute a conveyance deed and convey the title of the Unit together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee/s;

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee/s shall be carried out by the Developer within 3 (three) months from the date of issue of occupancy certificate. However, in case the Allottee/s fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee/s authorizes the Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Developer is made by the Allottee/s.

11. MAINTENANCE OF THE SAID UNIT/PROJECT:

The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association/Apex Body of Allottee/s upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Unit.

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 as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee/s from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30(thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottee/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

13. **RIGHT TO ENTER THE PROJECT FOR REPAIRS :**

The Developer/apex body/maintenance agency/association of Allottee/s shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee/s agrees to permit the association of Allottee/s and/or maintenance agency to enter into the Unit 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.

14. **USAGE :**

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

15. **COMPLIANCE WITH RESPECT TO THE UNIT :**

15.1 Subject to para 12 above, the Allottee/s shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project, or the Unit, 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 Unit and keep the Unit, 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 Project is not in any way damaged or jeopardized.

15.2 The Allottee/s further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Project or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design.

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Further the Allottee/s shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of in the Project. The Allottee/s shall also not remove any wall including the outer and load bearing wall of the Unit.

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

16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES :**

The Parties are entering into this Agreement for the allotment of an Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. **ADDITIONAL CONSTRUCTIONS :**

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. **DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

19. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT) :**

The Developer has assured the Allottee/s that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Developer is showing compliance of various laws/regulations as applicable in West Bengal.

20. **BINDING EFFECT :**

Forwarding this Agreement to the Allottee/s by the Developer does not create a binding obligation on the part of the Developer or the Allottee/s until, firstly,

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

21. **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 Unit/Project/building, as the case may be.

22. **RIGHT TO AMEND :**

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

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

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

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

- 24.1 The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/s in not making payments as per the Payment Plan **Schedule "C"** including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/s that exercise of discretion by the Developer in the case of one

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Allottee/s shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of other Allottee/s.

24.2 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.

25. **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.

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

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

27. **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.

28. **PLACE OF EXECUTION :**

The execution of this Agreement shall be completed only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee/s, in Kolkata after the Agreement is duly executed by the Allottee/s and the Developer or simultaneously with the execution the said Agreement

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

29. NOTICES :

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

_____ (Name of the Allottee)

_____ (Allottee/s Address)

M/s. GODREJ AMITIS DEVELOPERS LLP. (Developer Name)

Godrej Waterside, Tower-II,

Unit 109, Dp-5, Sector-V,

Saltlake, Kolkata-700091 (Developer Address)

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

30. JOINT ALLOTTEE/S :

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

31. SAVINGS :

Any application letter, allotment Letter, agreement, or any other document signed by the Allottee/sin respect of the Unit, Project or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such Unit, Project or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee/sunder the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

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.

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

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 under the Arbitration and Conciliation Act, 1996 at Mumbai.

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 Acts and Rules and Regulations made thereunder.

ADDITIONAL DEFINITIONS:

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

- (i) **ALLOTTEE/S:** shall be deemed to mean and include:-
- (a) In case the Allottee/s be an individual or a group of persons, then their respective heirs legal representatives executors and administrators;
- (b) In case the Allottee/s be a Hindu Undivided family, then its coparceners or members for the time being and their respective heirs legal representatives executors and administrators;
- (c) In case the Allottee/s be a partnership firm, then its partners for the time being their respective heirs legal representatives executors administrators;
- (d) In case the Allottee/s be a company, then its successors or successors-in-interest;
- (ii) **UNIT:** shall mean the Unit No. _____ in the Project, of the type _____ situated in the _____ floor, located _____, as permissible under the applicable law and pro rata share in the common areas, more particularly described in **Part II of Schedule A** and the floor plan or the Unit plan is annexed hereto and marked as **Schedule B**.

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- (iii) **APEX BODY**: shall mean a body to be created under relevant laws by the Developer to take over the overall charge of the said Project from the Developer and inter-alia for the purpose of managing and controlling the maintenance of the Complex or any Association formed under the Relevant Laws.
- (iv) **ARCHITECTS**: shall mean M/s. Salient, the Architects appointed by the Developer or such other Architect as the Developer may appoint from time to time for the Project.
- (v) **ASSOCIATION**: shall mean a body formed under the West Bengal Apartment Ownership Act, 1972, or any other laws for the time being in force.
- (vi) **CARPET AREA**: means the net usable floor area of Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Unit.
- (vii) **COMMON AREAS**: shall mean the areas common to the Unit in the Project, which would include but not limited to meter rooms, main gates, security rooms, electrical rooms, security's quarter, paths and passages, staircases, lifts and lift lobbies, common passage, drive ways, entrance gates, fire escapes, terraces, administrative and caretaker's room, toilet meant for common area, water connection in the entire Project, common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, water supply systems, sewage and drainage systems, specifically for the purpose of common use by Co-Allottee/s and/or Co-Occupiers of the Project Land, and all other portion of the Project including those necessary for the purpose of maintenance, safety etc., more fully and particularly described in **Schedule "E"**, hereunder written.
- (viii) **CO-ALLOTTEE/S**: according to the context shall mean all the buyers and/or Allottee/s and the joint holder, who for the time being have either completed the purchase of any Unit or have agreed to purchase any Unit

- and have taken possession of such Unit and for all unsold Units, possession whereof not having been parted with by the Developer.
- (ix) **COMMON EXPENSES**: shall mean and include all operational expenses, including but not limited to expenses towards repair, maintenance, management, upkeep and administration of the Common Areas and Service Installations and for rendition of services in common to the Co-Allottee/s, and all other expenses for the common purposes of the Project, to be contributed, borne, paid and shared on actual by the Co-Allottee/s and also for the common areas as described in **Schedule “E”** hereunder written.
- (x) **COMMON PURPOSES**: shall mean and include the purpose of managing, maintaining and up keeping the Common Areas and Service Installations, rendering common services in common to the Co-Allottee/s as described in **Schedule “E”**, collection of Common Costs and disbursement of the Common Expenses and administering and dealing with the matter of the common interest of the Co-Allottee/s and relating to their mutual rights and obligations for the beneficial usage of their respective Units exclusively, and the Common Areas and Service Installations in common.
- (xi) **COMPLETION NOTICE**: shall mean the notice contemplated in Clause 7.
- (xii) **DATE OF COMMENCEMENT OF LIABILITY**: shall mean the date on which Allottee/s takes actual physical possession of the Unit after fulfilling all his liabilities and obligations in terms of this Agreement or the date next after expiry of the Completion Notice irrespective of whether Allottee/s take actual physical possession or not. The Allottee/s liability will commence either on expiry of Completion Notice or on the date of taking possession whichever is earlier.
- (xiii) **MAINTENANCE BODY**: shall mean and include the Developer or its Agency till the Developer is managing the maintenance of the Project. Post hand over of the management of the Project by the Developer, the Apex Body shall be considered as the Maintenance Body.

- (xiv) **NON REFUNDABLE AMOUNT**: shall mean (a) Interest on any overdue payments and (b) brokerage paid to channel partners/brokers, if any, and (c) administrative charges as per Developer's policy and (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 this Agreement, if Agreement is registered and (f) any other taxes which are currently applicable or may be applicable in future and (g) subvention cost (if the Purchaser/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
- (xv) **PLAN**: shall mean the final plan duly sanctioned by Zilla Parishad, South 24 Parganas having No. _____ dated _____ for construction of a Commercial Parking Space, along with the common areas, parts and facilities, to be developed on the Project **Land** in the name and style "**GODREJ SE7EN MLCP D2**". The said sanctioned plan was further approved by the Thakurpukur Panchayat Samity on _____ and Kuledari Gram Panchayat on _____, together with all modifications, and/or alterations thereto from time to time, to be made by the Developer, on the basis of the approval to be granted by the Competent Authority.
- (xvi) **PROJECT LAND**: shall mean the entirety of the area comprising ALL THAT the piece and parcel of land containing an area of 0.77 acres, be the same little more or less, together with all easement rights, privileges, and appurtenances thereto 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 more fully and particularly described in the **Part I of Schedule "A"** hereunder.
- (xvii) **PROJECT**: shall indicate a commercial parking space comprising of inter alia a multi-level car parking space, along with the common areas, parts and facilities, to be developed on the Project Land in the name and style "**GODREJ SE7EN MLCP D2**".
- (xviii) **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,

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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;

- (xix) **SAID SHARE**: shall mean stipulated proportionate undivided indivisible impartible share in the land underneath the Project which the Unit agreed to be purchased hereunder by the Allottee/s and attributable to the said Unit;
- (xx) **SERVICE INSTALLATIONS**: shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, aerials, tanks, water treatment unit, sewage treatment plant, street light poles, garden lights, bore wells, pumps with related equipment and soak ways and any other apparatus for the supply of water electricity telephone or television lines or for the disposal of foul or surface water, etc.;
- (xxi) **SPECIFICATION**: shall mean the specification for the said Project as mentioned in **Schedule “D”** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect;
- (xxii) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- (xxiii) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER** Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

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 upon 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 has appointed M/s. Salient, 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 has appointed M/s. Design Tree Services Consultant Pvt. Ltd., as structural Engineer for the preparation of the structural design and drawings of the Project and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Project;
- iii. The Developer has sole and exclusive right to sell the Unit in the said Project to be constructed by the Developer and to enter into Agreement/s with the Allottee/s of the Unit and receive the sale consideration in respect thereof;
- iv. On demand from the Allottee/s, the Developer has given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Developer's Architects and of such other documents as are specified under the Act, the Rules and Regulations made thereunder;
- v. The Developer has obtained approvals from the concerned local authority(s) to the plans for the said Project 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 Project;
- vi. While sanctioning the said Project Land 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 while developing the Project Land and the said Unit in the Project and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Unit/Project shall be granted by the concerned local authority;
- vii. The Parties hereby confirm that they are signing the Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- viii. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions

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and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

- ix. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee/s hereby agrees to purchase the Unit as specified in para G.
- x. It is hereby agreed by the Parties that upon receipt of occupation certificate for the said Apartment/Flat, the Allottee/s shall not be entitled to terminate this Agreement. Further, in case the Allottee/s 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 also be entitled along with other rights under this Agreement, to forfeit/claim the entire Total Consideration towards the Apartment/ Flat along with interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Allottee/s further agree/s and acknowledge/s that the Developer's obligation of delivering possession of the Apartment/ Flat shall come to an end on the expiry of the time as stipulated by the Developer and that subsequent to the same, the Developer shall not be responsible and/or liable for any obligation towards the Allottee/s for the possession of the Apartment/Flat

34.3 Payment of consideration against the Unit, shall be as per the Payment Schedule and in the manner stipulated in **Schedule "C"**.

34.4 **TAX DEDUCTED AT SOURCE**

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

34.5 **INTEREST**

- i. All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of (i)

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2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act/ Rules (“**Interest**”) from the date they fall due till the date of receipt/realization of payment by the other Party.

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

34.6 FLOOR SPACE INDEX

- i. The Allottee/s has/have been informed and is/are aware that the buildable area has been sanctioned for the Layout as a Project Land on the basis of the available Floor Space Index (“**FSI**”) on the Project Land and accordingly the Developer shall develop the Project Land in multiple phases.
- ii. The Developer declares that FSI available as on date in respect of the Project Land is 6,144 square meters only and the Developer has planned to utilize FSI of 6,144 square meters on the said Project Land or by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulations or based on the expectation of increased FSI which may become available in future.
- iii. Further, the Allottee/s has/have been informed and acknowledge(s) that the FSI proposed to be consumed in the Phase may not be proportionate to the area of the Project Land on which it is being constructed, taking into account the FSI to be utilized for all building/s/structure/s to be constructed thereon. The Developer in its sole discretion, may allocate such buildable FSI for each of

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the buildings/structures being constructed on the Project Land as it thinks fit and the Allottee/s of the Units in such building/s/structure/s (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/s/structures/s or the Project Land.

- iv. The Allottee/s acknowledge(s) that the Developer alone is entitled to utilize and deal with all the development potential of the Project 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 building/s/structure/s and development of facilities and/or amenities on any part of the Project Land or elsewhere as may be permitted and in such manner as the Developer deems fit.
- v. The Allottee/s further acknowledge(s) that, at its sole discretion (i) the Developer shall also be entitled to freely deal with other phases comprised in the said Project Land (along with the FSI/TDR or otherwise) including by way of sale/transfer to any entity as the Developer may deem fit (ii) the Developer may also sell/transfer its stake in the other phases to any person as it deem fit, in accordance to the then existing laws. The Allottee/s has/have entered into this Agreement knowing fully well the scheme of development to be carried out by the Developer on the Project Land.
- vi. Neither the Allottee/s nor any of the other Allottee/s of the Units in the Project being constructed on the Project Land nor the association / apex body / apex bodies to be formed of Allottee/s of Units in such building/s/structure/s (including the building/s/structure/s) shall be entitled to claim any FSI and/or TDR howsoever available on the Project Land. All FSI and/or TDR at any time available in respect of the Land in accordance with the Layout or any part thereof shall always belong absolutely to the Developer, till the time the development of the entire Layout as contemplated by the Developer is completed by the Developer and Project Land is conveyed to the association / apex body / apex bodies in the manner set out herein below.
- vii. The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the Project Land shall always be available to and shall always be for the benefit of the Developer and the Developer shall have the right to deal / use the FSI / TDR as it may deem fit,

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without any objection/interference from the Allottee/s / association / apex body / apex bodies. In the event of any additional FSI in respect of the Project Land or any part thereof being increased as a result of the any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at anytime, hereafter, the Developer alone shall be entitled to the ownership and benefit of the all such additional FSI for the purpose of the development and / or additions to the built up area on the Project Land as may be permissible.

- viii. The Allottee/s or the association / apex body / apex bodies of the Allottee/s shall not alter/demolish/construct or redevelop the Project Land or any part thereof until and unless the Project is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law or use any unutilized or increased FSI available on the Project Land. It is also agreed by the Allottee/s that even after the formation of the association / apex body / apex bodies, the Developer, if permitted by 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 who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Developer may deem fit.

34.7 **OUTGOINGS**

- i. From the Possession Date, the Allottee/s shall be liable to bear and pay the proportionate share of outgoings in respect of the Land and Project 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 and the Project and or structure therein.
- ii. Until the conveyance of the structure of the Project to the common organization, the Allottee/s shall pay to the Developer such proportionate share of outgoings as may be determined by the common organization. The Allottee/s further agrees that till the Allottee/s' share is so determined, the Allottee/s shall pay to the Developer provisional monthly contribution as determined by

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the Developer from time to time. The amounts so paid by the Allottee/s to the Developer shall not carry any interest and remain with the Developer until a conveyance in favour of common association as aforesaid. On such conveyance being executed the balance amount of deposits shall be paid over by the Developer to the common organization.

- iii. The Developer shall maintain a separate account in respect of sums received by the Developer from the Allottee/s as advance or deposit, sums received and retained by the Developer till the time the Association/Apex Body/Company is formed, subsequently on account of association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- iv. In case the transaction being executed by this Agreement between the Developer and the Purchaser is facilitated by a registered real estate agent/channel partner/broker, all amounts (including taxes) agreed as payable remuneration/fees/charge for services/commission/brokerage to the registered real estate agent/channel partner/broker, shall be paid by the Developer/Purchaser/both, as the case may be, in accordance with the agreed terms of payment.
- v.

34.8 FACILITY MANAGEMENT COMPANY

- i. By executing this Agreement, the Allottee/s agree/s and consent/s to the appointment by the Developer of any agency, firm, corporate body, organization or any other person ("**Facility Management Company**") to manage, upkeep and maintain the Unit in the Project together with the Building/s/Structure/s, and the Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and maintain common areas, amenities, common facilities, parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Project (including the Allottee/s' proportionate share of the outgoings). 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/ apex body / apex bodies. The Allottee/s hereby grants his/her/their/its consent confirming such agreement /contract/arrangement that the Developer has or

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may have to enter into with the Facility Management Company. It is hereby clarified and the Allottee/s agrees and authorizes the Developer to appoint the first Facility Management Company in the Project and post formation of the society / association / apex body, as the case may be, the Developer will novate the facility management agreement (“**FM Agreement**”) in favor of the society / association / apex body, as the case may be and post expiry of the tenure of the FM Agreement, it shall have the option to either continue with the Facility Management Company appointed by the Developer or appoint a new facility management company as it may deem fit. It is further expressly understood that the Developer shall not in any manner be accountable, liable or responsible to any person including the Allottee/s and/or association / apex body / apex bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Project and/or common areas, amenities and facilities thereto.

- ii. The Allottee/s agree(s) to pay the necessary fees as may be determined by the Developer/Facility Management Company.
- iii. The Allottee/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Developer/ Facility Management Company, for the purposes of framing rules for management of the Building/s/Structure/s and use of the Unit by the Allottee/s for ensuring safety and safeguarding the interest of the Developer/Facility Management Company and other Allottee/s of Units in the Building/s/Structure/s and the Allottee/s also agree(s) and confirm(s) not to raise any disputes/claims against the Developer/Facility Management Company and other Allottee/s of Units in this regard.

34.9 **BRAND NAME & PROJECT NAME**

- i. It is agreed by the Allottee/s that the name of the Project “**GODREJ SE7EN MLCP D2**” may be changed at the sole discretion of the Developer in accordance to the Relevant Laws.
- ii. It is further agreed by the Allottee/s that the association of the brand name “Godrej” (in its registered logo form) or a combination of words with prefix as “Godrej” (“**Brand Name**”) shall at all times be subject to the sole control of Godrej Properties Limited (“**GPL**”) who is one of the partners of the Developer. It

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is agreed and accepted by the Allottee/s that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design; the appearance shall not be changed under any circumstances, unless GPL has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Project, the Building/s/Structure/s in the Project, 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/s further agree/s to not use the Brand Name and / or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by GPL. The Allottee/s and the Association of the Unit Allottee/s shall not be entitled to change the name of the Project without written consent of GPL.

34.10 REPRESENTATIONS BY THIRD PARTIES

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

34.11 TRANSFER

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

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34.12 OBLIGATIONS, COVENANTS, REPRESENTATIONS OF ALLOTTEE/S

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

- i. At or before execution of this Agreement the Allottee/s-
 - a. have fully satisfied themselves as to the title of the Owners and the right of the Developer in respect of the said Project Land;
 - b. have inspected the plan sanctioned by the authorities concerned in respect of the Project and the Unit being constructed by the Developer and agrees not to raise any objection with regard thereto;
 - c. have satisfied themselves about the project layout and the future sanctions to be obtained and the future constructions to be made by the Developer on the said Project Land;
 - d. have verified the location and site of the said Unit including the egress and ingress thereof and also the area of the Unit 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 Unit;
 - f. have acknowledged that the Developer shall be entitled to change 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 the Allottee/s shall have no objection thereto;
 - g. have satisfied themselves as to the Carpet area and built up area in relation thereto to comprise in the said Unit and also the common parts/portions which would be common for all the occupants of the various Units comprised in the Project and the other common area as designated by the Developer in the Project and has agreed not to challenge or dispute the same in any manner whatsoever or however.
- ii. To maintain the Unit at the Allottee/s' own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the Building/s/Structure/s in the Project in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Building/s/Structure/s in the Project in which the Unit is situated and the

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

- iii. Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building/s/Structure/s in the Project in which the Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the Building/s/Structure/s in the Project in which the Unit is situated, including entrances of the Building/s/Structure/s in the Project in which the Unit is situated and in case any damage is caused to the Building/s/Structure/s in the Project in which the Unit is situated or the Unit on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- iv. Further, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction by the Developer as provided in **Schedule 'C'**.
- v. To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Developer to the Allottee/s and shall not do or suffer to be done anything in or to the Building/s/Structure/s in the Project Building/s/Structure/s in the Project in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- vi. Not to demolish or cause to be demolished the Unit 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 Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building/s/Structure/s in the Project in which the Unit is situated nor shall demand partition of the Allottee/s' interest in the Unit and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in

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particular, so as to support shelter and protect the other parts of the Building/s/Structure/s in the Project in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parris or other structural members in the Unit without the prior written permission of the Developer and/or the society or the limited company.

- vii. The Developer /maintenance agency/association of Allottee/s shall have rights of unrestricted access of all Common Areas in the Project for providing necessary maintenance services and the Allottee/s agrees to permit the association of Allottee/s and/or maintenance agency to enter into the Unit 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.
- viii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the Building/s/Structure/s in the Project in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- ix. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the Project land and the Project in which the Unit is situated.
- x. 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 Unit by the Allottee/s for any purposes other than for purpose for which it is sold.
- xi. Not cause any nuisance, hindrance, disturbance and annoyance to other Allottee/s of Units in the Project or other occupants or users of the Project, and also occupiers of any adjacent, contiguous or adjoining properties;
- xii. Permit the Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Unit or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Allottee/s;
- xiii. After possession of the Unit is handed over the Allottee/s, the Allottee/s may insure the Unit from any loss, theft, damage caused due to human intervention

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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 shall not be responsible for any loss/damage suffered thereafter.

- xiv. The Allottee/s and/or the Developer shall present this Agreement as well as the conveyance and / or any other document as may be required, in accordance to the provisions of the Registration Act, 1908.
- xv. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee/s to the Developer under this Agreement are fully paid up.
- xvi. The Allottee/s shall observe and perform all the rules and regulations which the limited company or apex body or federation or 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 Project and the Units therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the association/apex body/federation regarding the occupancy and use of the Unit in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xvii. Till a declaration under the Relevant Law for the time being in force is being granted by the Developer towards the Project land on which the Project in which Unit is situated is executed in favour of Apex Body or Association, the Allottee/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project land or any part thereof to view and examine the state and condition thereof.

Usage:

- i. The Allottee/s hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications towards the Project qua the Unit and its colour, texture, the fitting(s) / fixture(s) or any installations

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depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/or services or cannot be construed as same. The Allottee/s has/have not relied on the same for his/her/their/its decision to acquire Unit in the Project and also acknowledges that the Allottee/s has/have seen all the sanctioned layout plans and time schedule of completion of the Project.

- ii. The Allottee/s undertakes that the Allottee/s has/have taken the decision to purchase the Unit 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/s by the Developer in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.
- iii. Save and except the information / disclosure contained herein the Allottee/s confirm/s and undertake/s to not to any make any claim against Developer or seek cancellation of the Unit or refund of the monies paid by the Allottee/s by reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel.
- iv. The Allottee/s agrees and undertakes that the Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Unit by concerned authorities due to non-payment by the Allottee/s or any other Unit Allottee/s of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.
- v. The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Allottee/s and/or maintenance agency appointed by association of Allottee/s. The Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- vi. The Allottee/s hereby consents that the Developer shall be entitled to develop the balance area of the entire Project Land, without any reference to the Allottee/s and/or Association, as the Developer may deem fit and proper until the complete optimization of the Project Layout. In this regard, the Allottee/s

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hereby permit the Developer to make any other alterations or additions in the sanctioned plans, layout plans, specifications of the Project, common areas within the Project Land, and also grant right of usage for all common areas, facilities/amenities envisaged in the entire Project Land, to be developed and/or developed in the Project Land.

- vii. It is agreed by the Allottee/s that the deposit of the Ad hoc corpus fund can be used by the Developer/Association for the purpose of paying any emergency expenses towards the overdue maintenance charges, unpaid govt taxes & duties/ for all purposes as required for the maintenance of the said Project. It is further stated that the said Corpus fund shall be an interest free deposit will be kept with the Developer/ Association and the Developer/Association shall handover the said Corpus Fund to the Association of Owners, once it is formed.

34.13 **RIGHTS OF THE DEVELOPER**

Developer obligation for obtaining occupation certificate /completion certificate. The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Plans or thereafter and shall, before handing over possession of the Unit to the Allottee/s, obtain from the concerned local authority occupancy and /or completion certificates in respect of the Unit.

- i. It is further agreed that the Developer/Association shall start commencement of the common area maintenance within two months post receipt of the Completion Certificate from the Local Authority.
- ii. It is further agreed that the Developer/Association reserves the right to claim the additional amount towards the maintenance charges from the Allottee/s if the provision maintenance charges paid by the Allottee/s exhaust on an early date.
- iii. The Developer/Association shall handover the duly audited accounts of the maintenance funds to the Association after formation of the same and the Developer/ Association shall be responsible to produce the audited accounts of maintenance funds till the date of formation of Association to the Allottee/s in a yearly meeting with Allottee/s.

Additional Disclosures:

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- i. The Developer has clear and marketable title with respect to the Project land; as let out in the title report annexed to this agreement and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project.
- ii. The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project.
- iii. There are no encumbrances upon the Unit or Project Land or the Project except those disclosed in the title report, if any.
- iv. There are no litigations pending before any Court of law with respect to the Project land or Project except those disclosed in the title report.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project and Project land are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project and the Project Land shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with the Relevant Laws in relation to the Project, Project Land, and common areas.
- vi. The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected.
- vii. The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the Unit which will, in any manner, adversely affects the rights of Allottee/s under this Agreement.
- viii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Unit to the Allottee/s in the manner contemplated in this Agreement.
- ix. At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Developer shall handover lawful, vacant, peaceful, physical

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possession of the common areas of the structure in the Project to the Association of the Allottee/s, as and when the same is formed.

- x. The Schedule Property is not the subject matter of any HUF and no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.
- xi. The Developer has duly paid and shall continue to pay and discharge undisputed 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 authorities.
- 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 or served upon the Developer in respect of the Project Land and/or the Project except those disclosed in the title report.

34.14 **IT IS CLEARLY UNDERSTOOD AND AGREED BY THE PARTIES THAT –**

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

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constructed on the Project Land till such time the Land is handed over to the association/society/ Apex Body/ Apex Bodies.

- ii. Necessary provisions for the above shall be made in the transfer documents to be deeds of transfer/assignment/declaration/deeds of Unit to be executed in respect of the sale/transfer of Unit in the Building/s/Structure/s in the Project to be constructed on the Project Land. The Allottee/s hereby expressly consents to the same.
- iii. The Allottee/s agree/s that the Allottee/s shall along with other Allottee/s / occupiers of the other phases of the Project observe and perform the terms and conditions regarding use, enjoyment and sharing of Common Areas and Facilities to be provided in the Project Land, a list of the same is annexed hereto as **Schedule “E”**. The Allottee/s shall also, observe and perform the terms and conditions regarding use, enjoyment and sharing of Common Areas and Facilities which will be common for the entire Project.
- iv. It is clearly understood and agreed by the Allottee/s that all the facilities/amenities/common areas mentioned in the **Schedule “E”**, may not be ready and/or operational for use at the time of handing over of the possession of the Unit. However, it is understood by the Allottee/s all those facilities/amenities, which are not ready and/or operational will be handed over in the manner prescribed in the aforementioned Schedule. It is further agreed by the Allottee/s that the persons and/or entities/agencies named to provide the amenities as mentioned in any offer document/brochure/collaterals are tentative and may be altered/modified.
- v. In case the Allottee/s fails to make payment for consecutive demands made by the Developer as per the Payment Plan (**Schedule “C”**) and the default continues for a period beyond 2 (two) consecutive months after notice from the Developer, the Developer shall be entitled, at its sole option, to terminate this Agreement and forfeit as per Clause 7.5, along with the Non Refundable Amount, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Allottee/s executing and registering the deed of cancellation or such other document (“**Deed**”) within 30 (thirty) days of termination notice by the Developer, failing which the Developer shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee/s and the Allottee/s hereby acknowledges and confirms. The Parties further

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confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Developer's right to forfeit and refund the balance to the Allottee/s and the Developer's right to sell/transfer the Unit. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the Unit and/or the Project and/or the Project Land and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

vi. The Allottee/s hereby agree/s that in case the Allottee/s fail/s to respond and/or neglects to take possession of the Unit within the time stipulated by the Developer, then the Allottee shall in addition to the above, pay to the Developer holding charges at the rate of Rs. 110/- (Rupees One Hundred and Ten only) per month per square meter of the Total Area of the Unit ("**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 Unit shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition.

vii. It is hereby agreed between the Parties that upon receipt of occupation certificate for the said Apartment/Flat, the Purchaser/s shall not be entitled to terminate this Agreement. Further in case the Purchaser/s 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 also be entitled along with other rights under this Agreement, to forfeit/claim the entire Total 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 delivering possession of the Apartment/ Flat shall come to an end on the expiry of the time as stipulated by the Developer and that subsequent to the same, the Developer shall not be responsible and/or liable for any obligation towards the Purchaser/s for the possession of the Apartment/Flat.

viii. The Developer shall create sinking and reserve funds as may be necessary for the use of common purpose in the said building/tower and/or Project (Refer Clause "E" of Schedule C). Such funds will be payable by the Allottee/Allottee to Developer

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@ Rs. 30/- (Rupees Thirty only) per sq. ft. The Developer shall transfer the said fund to the Association/Apex Body as and when the same will be formed.

34.15 **HOARDING RIGHTS**

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

34.16

34.17 **UNSOLD UNITS and RETENTION**

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

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charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the association / Apex Body / Apex Bodies.

34.18 **ASSIGNMENT**

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

34.19 **RIGHT OF ALLOTTEE/S TO THE UNIT 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 Units or of the said Project Land and the Project or any part thereof. The Allottee/s shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces spaces, will remain the property of the Developer until the said structure of the Building/s/Structure/s in the Project is transferred to the Association/Apex Body/ or other body.

34.20 **PRESENT FOR REGISTRATION**

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

34.21 **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.

34.22 **ADDITIONAL COMPLIANCE OF LAWS**

- i. The Allottee/s clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and/or all other amounts payable under this Agreement for the Unit are made by non-resident/s/foreign national/s of

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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 with such permission/approvals/no objections to enable the Developer to fulfill its obligations under this Agreement. Any implications arising out of any default by the Allottee/s shall be the sole responsibility of the Allottee/s. The Developer accepts no responsibility in this regard and the Allottee/s shall keep the Developer fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate in writing to the Developer immediately and comply with all the necessary formalities, if any, under the Relevant Laws.

- ii. The Allottee/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee/s under this Agreement towards the said Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively “**Anti Money Laundering**”).

The Allottee/s further declare(s) and authorize(s) the Developer to give personal information of the Allottee/s to any statutory authority as may be required from time to time. The Allottee/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge.

- iii. The Allottee/s further agrees and confirms that in case the Developer becomes aware and/or in case the Developer is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Developer shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Allottee/s shall not have any right, title or interest in the said Unit neither have any claim/demand against the Developer, which the Allottee/s hereby unequivocally agrees and confirms. In the event of such cancellation/termination, the monies paid by the Allottee/s shall be refunded

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by the Developer to the Allottee/s in accordance with the terms of this Agreement only after the Allottee/s furnishing to the Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee/s.

34.23 **STAMP DUTY AND REGISTRATION CHARGES**

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

It is agreed between the parties that the additional terms and conditions are not in derogation of or inconsistent with the terms and condition set out in the Act and the Rules and Regulations thereunder. In the event of any inconsistency the provisions/clauses of the Act/Rules/Regulations shall prevail.

SCHEDULE A**PART I****(DESCRIPTION OF PROJECT LAND)**

ALL THAT piece and parcel of land measuring more or less 77 decimals equivalent to 0.77 acres, be the same little more or less, together with all easement rights, privileges, and appurtenances thereto 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.

PART II**(DESCRIPTION OF THE UNIT)**

Commercial Unit(s) being No. ____ on the — floor of Type ____ located at _____ in **GODREJ SE7EN MLCP D2** be the same little more or less and delineated in **'Red Colour'** border of Schedule B annexed hereto Together with right to use all the common areas as mentioned in **Schedule "E"** hereinafter written.

Schedule B

LAYOUT PLAN

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

Schedule C
PAYMENT SCHEDULE AND MANNER OF
PAYMENT

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

Parameters	Amount
A. Sales Consideration:	
B. Documentation Charges (included)	
C. Society Formation 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)	

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.

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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.

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.

1. 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.

2. 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 “_____”.

3. 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 :

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

4. 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 “_____”.
5. 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.
6. 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.

Schedule D
Specification(s) of the Unit

1.	Configuration	G+3 MLCP
2.	Flooring	IPS/Screeed 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

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SCHEDULE E & F**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

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

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

1. Please affix
photographs
and sign across
the photograph

2. Please affix
photographs
and sign across
the photograph

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

1. *Authorised Signatory of **GODREJ AMITIS
DEVELOPERS LLP.** Being the constituted
Attorney of
Oval Developers Private Limited*

2.

Drafted By

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