

Agreement for Sale

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

By and Between

(1) One Ad Display Private Limited, (CIN No. U74300WB2006PTC109584) (PAN No. **AAACO8390C**) a company duly registered under the Companies Act, 1956 and now governed by the Companies Act, 2013 and having its registered office at 10/1 G, Diamond Harbour Road, Kolkata – 700 027 hereinafter referred to as “**One Ad**” (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); **AND**

(2) Oval Developers Private Limited, (CIN No.U70101WB2005PTC103517) (PAN No.**AAACO7628P**) a company duly registered under the Companies Act, 1956 and now governed by the Companies Act, 2013 and having its registered office at Mansarovar Building, 3B Camac Street, Kolkata – 700 016 hereinafter referred to as “**Oval**” (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); **AND**

(3) Orbit Towers Private Limited, (CIN No. U65921WB1985PTC038834) (PAN No. **AAACO3688F**) a company duly registered under the Companies Act, 1956 and now governed by the Companies Act, 2013 and having its registered office at, 3B Camac Street, Kolkata – 700 016, hereinafter referred to as “**Orbit**” (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**

For the purpose of this Agreement, One Ad, Oval and Orbit shall hereinafter jointly be referred to as “**Owners**”;

AND

GODREJ AMITIS DEVELOPERS LLP (AAD-1617) (PAN No. **ABBFA8013D**) (previously known as AMITIS DEVELOPERS LLP), 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, Apartment 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 Mr. _____, working for gain at its City Office “Godrej Waterside”, Tower II, Apartment 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

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

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

WHEREAS:

A.

- i. By and under a Deed of Conveyance dated 28th September 2015 and registered in the office of A.D.S.R. Bishnupur, South 24 Parganas in Book No. I CD Volume No.1613/2015 Pages from 44906 to 44932 being Deed No. 161305180 for the year 2015, One Ad became the legal, exclusive and rightful owners of and in sole and exclusively possessed of and/or otherwise well and sufficiently entitled to the land measuring about 741.98 Decimal equivalent to 7.4198 Acres (equivalent to 30026.87 sq.mt. approx.) in several Dag nos. and by and under a Deed of Conveyance dated 28th September 2015 and registered in the office of A.D.S.R. Bishnupur, South 24 Parganas in Book No. I CD Volume No. 1613/2015 Pages from 44933 to 44957 being Deed No. 161305181 for the year 2015 One Ad became the legal, exclusive and rightful owners of and in sole and exclusively possessed of and/or otherwise well and sufficiently entitled to the land measuring about 425.54 Decimal equivalent to 4.2554 Acres (equivalent to 17221 sq.mt. approx.) in various Dags thus the total area being 1167.52 decimals equivalent to 11.67 acres situated in various Dag Nos. at Mouza Banagram, District South 24 Parganas, the details have been mentioned in herein below and by another Deed of Conveyance dated 28th September 2015 and registered in the office of A.D.S.R. Bishnupur, South 24 Parganas in Book No. I CD Volume No.1613/2015 Pages from 44818 to 44840 being Deed No.161305177 for the year 2015, One Ad became the legal, exclusive and rightful owners of and in sole and exclusively possessed of and/or otherwise well and sufficiently entitled to the land measuring about 64.00 Decimal equivalent to 0.64 Acres situated in several Dag Nos. in Mouza Sarmaster Chak District South 24 Parganas, The details of Dag Nos. are more particularly described in **Part I** of the **Schedule "A"** hereunder written.
- ii. By virtue of various registered deeds and conveyances, Oval is the legal, exclusive and rightful owners of and in sole and exclusively possessed of and/or otherwise well and sufficiently entitled to the land measuring about 387.09 Decimal equivalent to 3.870 Acres situated in various Dag Nos. at Mouzas Banagram and Sarmaster Chak, District South 24 Parganas. The details of Dags purchased by Oval are more particularly mentioned in **Part I** of the **Schedule "A"** hereunder written.
- iii. By and under a Deed of Conveyance dated 28th September 2015 and registered in the office of A.D.S.R. Bishnupur, South 24 Parganas in Book No. I CD Volume No.1613/2015 Pages from 44887 to 44905 being Deed No. 161305178 for the year 2015, Orbit became the legal, exclusive and rightful owners of and in sole and exclusively possessed of and/or otherwise well and sufficiently entitled to the land measuring about 249.66 Decimal equivalent to 2.496 Acres situated in various Dag Nos. at Mouza Banagram, District South 24 Parganas, the details of which are mentioned in **Part I** of the **Schedule "A"** hereunder written.

- iv. By and under a Release and Exchange Deed dated 28th September 2015 and registered in the office of A.D.S.R. Bishnupur, South 24 Parganas in Book No. I CD Volume No.1613/2015 Pages from 44864 to 44886 being Deed No.161305179 for the year 2015, made between Oval and Roos Electrical Works Private Limited (“**Roos**”), Oval has acquired from Roos parcel of land measuring about 57.60 Decimal equivalent to 0.576 Acres situated in various Dag Nos. at Mouzas Banagram and Sarmaster Chak, District South 24 Parganas, the details of which mentioned herein below and in exchange transferred parcel of land measuring about 52.50 Decimal equivalent to 0.525 Acres situated in various Dag Nos. at Mouza Sarmaster Chak, District South 24 Parganas, so that the lands can be contiguously developed in a more efficient manner.

Sl No.	Mouza	Khatian No.	R.S. Dag	Area (Decimal)
1	Sarmasterchak	344	3	31.65
2	Sarmasterchak	344	12	22.00
3	Banagram	1153	411	3.95
			TOTAL	57.60

- v. By and under a Release and Exchange Deed dated 28th September 2015 and registered in the office of A.D.S.R. Bishnupur, South 24 Parganas in Book No. I CD Volume No.1613/2015 Pages from 44958 to 44981 being Deed No.161305182 for the year 2015, made between Oval and Sun Sign Private Limited (“**Sun Sign**”), Oval has acquired from Sun Sign, parcel of land measuring about 97.19 Decimal equivalent to 0.97 Acres situated in various Dag Nos. at Mouza Banagram, District South 24 Parganas, the details of which mentioned herein below and in exchange transferred parcel of land measuring about 117.98 Decimal equivalent to 1.179 Acres situated in various Dag Nos. at Mouza Banagram, District South 24 Parganas, so that the lands can be contiguously developed in a more efficient manner.

Details of Land transferred in favour of Oval by Sun Sign

Sl No.	Mouza	Khatian No.	R.S. Dag	Area (Decimal)
1	Banagram	1154	413	23.00
2	Banagram	1154	420	54.99
3	Banagram	1154	424	19.20
			TOTAL	97.19

- vi. By an under an Easement Deed dated 20th March 2017 and registered in the office of A.D.S.R. Bishnupur, South 24 Parganas in Book No. IV Volume No.1613-2017 Pages from 2011 to 2052 being Deed No.161300118 for the year 2017, made between the Owners and Admobile Private Limited (“**Admobile**”), Roos and Sunsigns, the Owners and Admobile, Roos and Sunsign jointly entitled to use the

Easement Road, more particularly described in the **Part I of Schedule "A"** hereunder written.

- vii. By virtue of the aforesaid acts and deeds the Owners have become the legal, rightful and exclusive owners of and otherwise are well and sufficiently entitled to the land admeasuring 20.23 Acres (hereinafter referred to as the **SUBJECT LAND**) with clear and marketable title free from all encumbrances, impediments and the Owners hold vacant and peaceful possession of the Subject 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 Owners morefully described in **Part I of Schedule "A"** hereunder written.
- viii. By and under a Development Agreement dated 30th September 2015 and registered in the office of Additional Registrar of Assurances I, Kolkata, in Book no. I, Volume no.1901-2015, Pages from 152852 to 152932 being Deed no.190108809 for the year 2015, the Owners granted the development rights in respect of the Subject Land to the Developer on the terms and conditions and other covenants as mentioned therein.
- ix. In terms of the said Development Agreement dated 30th September 2015 made between the Owners and the Developer, the Owners also executed a Power of Attorney dated 30th September 2015 duly registered with the Additional Registrar of Assurance – III, Kolkata in Book – IV, Volume No. 1903-2016, Pages 49876 to 49897, being No. 190300624 for the year 2016 whereby the Owners have appointed the Developer as their 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 Subject 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 booking money or consideration from time-to-time and to sign and give valid and effectual receipts or discharges thereof.
- x. The Owners have demarcated the Subject Land being contiguous, and have completed the fencing around the peripheral boundary of the entire Subject Land.
- xi. The Owners had applied for and obtained mutation in respect of the Subject Land (20.23 Acres) before the Block Land & Land Reforms Office, at Bishnupur, South 24 Parganas and also applied for conversion of the Subject Land before the Additional District Magistrate and District Land and Land Reforms Officer, South 24 Parganas and by an order dated 57(C)/198/6850 dated 09.01.2017, 57(C)/199/6849 dated 09.01.2017 and 57(C)/200/8189 dated 09.03.2017 by the said Additional District Magistrate and District Land and Land Reforms Officer, South 24 Parganas, the nature of the Subject Land has been converted to Housing Complex (Bahutal Abasan).

B. The said Project Land is earmarked for the purpose of building a Residential project comprising multistoried mixed use apartment buildings and the said project shall be known as **“Orchard PH2B at Godrej Se7en” (“Project/Phase”)**;

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/ residential development shall be permitted unless it is a part of the plan approved by the competent authority.

C. By a fresh Certificate of Incorporation dated 24th day of December 2019, issued by the Ministry of Corporate Affairs, Government of India, and the said AMITIS DEVELOPERS LLP renamed as GODREJ AMITIS DEVELOPERS LLP, the Developer herein.

D. The Owner and 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 Subject Land (hereinafter defined) on which Project to be constructed have been completed.

E. The Developer has submitted the notice of commencement under the prescribed format before the South 24 Parganas Zilla Parishad on _____. The notice was duly acknowledged by the said Zilla Parishad on _____.

F. The Owner and the Developer has obtained the final layout plan, sanctioned plan from South 24 Parganas Zilla Parishad having No. _____ dated _____, for the Project and also for the apartment, plot or building in the Project. The Owner and 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;

G. The Developer has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata No. _____ on _____ under registration.

H. The Allottee/s had applied for an apartment in the Project vide application dated and recorded on _____ and has been allotted apartment No. **(Apt. No)** having carpet area of **(Carpet Area in Sq.Mtr)** square meter / (Carpet Area in Sq.Ft.) square feet, type **(Unit Type)** on **(Floor No)** floor in [tower/block/building] No. **(Tower No.)** (“**Building**”) along with right to use of ____ (____) no. of parking space as permissible under the applicable law and of pro rata share in the common areas (“**Common Areas**”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “**Apartment/**”) more particularly described in **Schedule “A”** and the floor plan or the apartment is annexed hereto and marked as **Schedule “B”**;

I. The Parties have gone through all the terms and conditions of this Agreement and understand 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, mandates, 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 the present Agreement and all applicable laws, are now willing to enter into this Agreement on the basis of the terms and conditions appearing hereinafter;
- 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 , transfer and convey and the Allottee/s hereby agrees to purchase the Apartment as specified in paragraph '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 Apartment as specified in para 'G'.
- 1.2 The Total Price for the Apartment based on the carpet area is **Rs.** (_____ /- (Rupees _____ only) ("**Total Price**") (Breakup and description morefully described in Annexure "**C**"):

Block/Building/Tower No. (Tower No.) Apartment No. (Apt. No) Type Apartment (Unit Type) Floor (Floor No)	Rate of Apartment per square feet <i>Refer Schedule "C"</i>
Total Price	Rs.

Explanation:

- i. The Total Price above includes the booking amount paid by the Allottee/s to the Developer towards the Apartment;
- ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Developer by way of value Added Tax, Service Tax, G.S.T. (Goods and Service Tax), C.G.S.T. (central Goods and Service Tax) if any as per law and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer) up to the date of handing over the possession of the Apartment to the Allottee/s and the Project to the Association of Allottee/s or the competent authority, as the case may be, after obtaining the completion certificate;

- iii. 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;
- iv. 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 within 30 days from the date of such written information. 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;
- v. The Total price of the Unit includes (1) Pro Rata share in the common areas and (2) right to use ____ (____) no. of car parking space as provided in the agreement.

1.3 The Total Price is escalation-free, save and except increases which the Allottee/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.

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 of 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 therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee/s. Provided that the 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 the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is a reduction in the carpet area within the defined limit 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 allotted to the allottee, the Developer, shall demand that from the Allottee/s as per the next milestone of the Payment Plan as provided in **Schedule "C"**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of the Agreement.

- 1.8 Subject to para 9.3 the Developer agrees and acknowledges, the Allottee/s shall have the right to the Apartment as mentioned below:
- i. The Allottee/s shall have exclusive ownership of the Apartment;
 - ii. The Allottee/s shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee/s in the Common Areas is undivided and cannot be divided or separated, the Allottee/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further the right of the Allottee to use the common areas shall always be subject to the timely payment of the maintenance charges and other charges as applicable. It is clarified that the Developer shall convey undivided proportionate title in the Common Areas to the Association/Apex Body of Allottee/s as provided in the Act.
 - iii. That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the Common Areas, etc. and includes cost for providing all other facilities, as provided within the project;
- 1.9 It is made clear by the Developer and the Allottee/s agrees that the Apartment along with right to use the parking space shall be treated as a single indivisible apartment for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Subject Land and is not a part of any other Project or zone and shall not form a part of and/or linked/combined with any other Project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee/s. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee/s of the Subject Land.
- 1.10 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the project shall not form part of the declaration to be filed with the competent authority in accordance with the West Bengal Apartment Ownership Act, 1972.
- 1.11 The Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee/s, which it has collected from the Allottee/s, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial

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

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

2. **MODE OF PAYMENT :**

Subject to the conditions of the Agreement and the Developer abiding by the construction milestones, the Allottee/s shall make all payments, on written demand by the Developer, within the stipulated time period as mentioned in the Payment Plan [through A/c. Payee cheque/demand draft/ or online payment (as applicable) in favour of **'ORCHARD PH2B AT GODREJ SE7EN COLLECTION ACCOUNT'** payable at Kolkata.

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

3.1 The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made 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 fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The 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 residential status of the Allottee/s

subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the 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 Apartment 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, if any, in his/her name as the Developer in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

5. **TIME IS ESSENCE:**

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

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

6.1 The Allottee/s has seen the, specifications, of the Apartment and accepted the, payment plan, floor plan and the layout plan (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, , 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 norms and provisions prescribed by the Relevant Laws and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

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

7.1 **Schedule for possession of the said Apartment/Flat**– The Developer agrees and understands that timely delivery of possession of the Apartment to the Allottee/s is the essence of the Agreement. The Developer as based on the approved plans and specifications, assures to hand over possession of the Apartment on **31st December, 2027** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic or any other calamity affecting the regular development of the real estate project ("**Force Majeure**"). 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 Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the 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. 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 Apartment, to the Allottee/s in terms of this Agreement to be taken within three months from the date of issue of such notice and the Promoter/Owner/Developer shall give possession of the Apartment to the Allottee. The Developer agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee/s, , agree(s) to pay the maintenance charges as determined by the Developer/Association of Allottee/s, as the case may be. The Developer on its behalf shall offer possession to the Allottee in writing within 180 (One Hundred and Eighty) days of receiving the occupancy certificate of the Project/.

Failure of Allottee/s to take Possession of Apartment/Flat – Upon receiving a written intimation from the Developer as per para 7.2, the Allottee/s shall take possession of the Apartment 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 Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in para 7.2 such Allottee/s shall continue to be liable to pay maintenance charges as specified in para 7.2.

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

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

Provided that where the Allottee/s proposes to cancel/withdraw from the Project without any fault of the 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.

7.5 **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 Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of business as a Developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Developer shall be liable, on demand to the Allottee/s, in case the Allottee/s wishes to withdraw from the Project without prejudice to any other remedy available to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act.

Provided that where if the Allottee/s does not intend to withdraw from the Project, the Developer shall pay the Allottee/s interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:**

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

- i. The Developer has absolute, clear, free and marketable title with respect to the Subject Land; the requisite rights to carry out development upon the Subject Land and absolute, actual, physical and legal possession of the subject 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 subject land or the Project;
- iv. There are no litigations pending before any Court of Law or Authority with respect to the subject land, Project or the Apartment;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, subject land and Apartment 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, subject land, Building and Apartment 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 subject land including the Project and the said Apartment 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 Apartment 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 Apartment to the Allottee/s and the Common Areas to the Association of Allottee/s;
- x. The Scheduled 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.
- 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 subject land and/or the Project.
- xiii. That the property is not a waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clause, the Developer shall be considered under a condition of Default, in the following events:
- i. Developer fails to provide ready to move in possession of the Apartment to the Allottee/s within the time period specified. For the purpose of this para 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respect;
 - ii. Discontinuance of the 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 apartment, along with interest at the rate prescribed in the Rules within 45(forty-five) days of receiving the termination notice;
- Provided that where an Allottee/s does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Developer, interest at the

rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

- i. In case the Allottee/s fails to make payment for two 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;
- ii. In case of Default by Allottee/s under the condition listed above continues for a period beyond consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the Apartment in favour of the Allottee/s and refund the money paid to him by the Allottee/s by deducting inter alia the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

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

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

However, in case the Allottee/s fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc so demanded within the period mentioned in the notice, the Allottee/s authorizes the Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Allottee/s. The Allottee/s shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authorities.

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

The 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. The cost of such maintenance has been included in the Total Price of the Apartment.

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer 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.

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS :

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

15. USAGE :

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within **Orchard PH2B at Godrej Se7en**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set room, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee/s shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association of Allottee/s formed by the Allottee/s for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

16.1 Subject to para 12 above, the Allottee/s shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

16.2 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 Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out

any change in the exterior elevation or design. Further the Allottee/s shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee/s shall also not remove any wall including the outer and load bearing wall of the Apartment.

- 16.3 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.
17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE :**
The Allottee/s are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.in general and this project in particular. That the allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said apartment , all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Apartment at his/her own cost.
18. **ADDITIONAL CONSTRUCTIONS :**
The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, has been approved by the competent authority(ies), except for as provided in the Act.
19. **DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:**
After the Developer executes this Agreement, it shall not mortgage or create a charge on the Apartment /project land and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Apartment.
20. **APARTMENT OWNERSHIP ACT:**
The 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 showing compliance of various laws/regulations as applicable in the state of West Bengal.
21. **BINDING EFFECT:**
Forwarding this Agreement to the Allottee/s by the Developer does not create a binding obligation on the part of the Developer or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar at **Kolkata** as and when intimated by the 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.

22. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

23. **RIGHT TO AMEND:**

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

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

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

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

25.1 The 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 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.

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

26. **SEVERABILITY:**

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

of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

28. **FURTHER ASSURANCES:**

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

29. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Developer 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 shall be registered at the office of the Sub-Registrar at **Kolkata**. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. **NOTICES :**

- 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/speed post/courier service/e-mail at their respective addresses specified below :

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

M/S. GODREJ AMITIS DEVELOPERS LLP. (Developer Name)
Godrej Waterside, Tower-II,
Unit No. 109, DP-5, Sector-V,
Saltlake, Kolkata-700091 (Developer Address)

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

31. **JOINT ALLOTTEE/S :**

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

32. **GOVERNING LAW :**

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

33. **DISPUTE RESOLUTION :**

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

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

ADDITIONAL DEFINITIONS:

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

- (i) **APARTMENT:** shall mean the Apartment No. (**Apt. No**) in the Tower/Building named/No. (**Tower No.**), situated on the (**Floor No**) floor, having carpet area of (**Carpet Area in Sq.Mtr**) sq.mt./ (**Carpet Area in Sq.Ft.**) Sq.Ft. (**approx.**), as described in **Part III of Schedule A** along with the right to use 1(one) no. of parking space, as permissible under the applicable law and pro rata share in the Common Areas, more particularly described in **Part III of Schedule A** and the floor plan or the apartment plan is annexed hereto and marked as **Schedule B**.
- (ii) **APEX BODY:** shall mean a body to be formed under relevant laws by the Developer to take over the overall charge of the said building complex from the

Developer and inter-alia for the purpose of managing and controlling the maintenance of the complex or any Association formed under the Relevant Laws.

- (iii) **ARCHITECTS:** shall mean Salient – Ecostation BP-7, 8th Floor, Sector - V, Salt Lake, Kolkata 700 091, the Architects appointed by the Developer or such other Architect as the Developer may appoint from time to time for the building complex.
- (iv) **ASSOCIATION:** shall mean a body formed under the West Bengal Apartment Ownership Act, 1972, or any other laws for the time being in force.
- (v) **BUILDING/TOWER:** shall mean the Building No./Name (**Tower No.**) in **Orchard PH2B at Godrej Se7en** in which the Apartment is situated.
- (vi) **BOOKING AMOUNT:** shall mean 20 % (twenty percent) of the Total Consideration.
- (vii) **CARPET AREA:** means the net usable floor area of Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment.
- (viii) **NOTICE FOR POSSESSION:** shall mean the notice contemplated in Clause 7.
- (ix) **EXCLUSIVE AREAS:** means exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s and other areas appurtenant to the said Apartment for exclusive use of the Allottee/s.
- (x) **FORCE MAJEURE:** means delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project reasons beyond the control of the Developer in accordance to Clause – 7.1 mentioned herein above;
- (xi) **NON REFUNDABLE AMOUNT:** shall mean (a) booking amount along with the (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as per Developer's policy and (e) all taxes paid by the Developer to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h)

subvention cost (if the Allottee/s has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank.

- (xii) **PROJECT LAND:** shall mean the portion of the Subject Land, more particularly described in **Part II of Schedule “A”** hereunder written.
- (xiii) **PROJECT/ PHASE** shall mean a multistoried residential building complex comprising of 1(one) Building/s/Tower/s, along with the Common Areas, parts and facilities, to be developed on the Project Land in the name and style **“ORCHARD PH2B AT GODREJ SE7EN”**.
- (xiv) **RELEVANT LAWS/APPLICABLE LAWS:** means and includes any applicable Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications, circulars, directives, order, direction, judgment, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement;
- (xv) **SUBJECT LAND:** shall mean all that piece and parcel of land containing an area of 20.23 acres be the same a little more or less situated within District South 24 Parganas, P.S. Bishnupur, under Kuledari Gram Panchayat Mouza Banagram and Sarmaster Chak J.L. No. 16 and 17, Touzi No. 3, 4 and 5, Revisional Settlement Sheet No. 30, Pargana Khaspur, Pin Code - 700104 in the nature of Bohutal Abasan more fully and particularly described in the Part I of Schedule “A” hereunder written.

34. OTHER TERMS AND CONDITIONS

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

34.2 Additional disclosures and details are as follows:

- i. The 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., 6th Parkside Road, 2nd Floor, Deshopriya Park, Kolkata - 700026 as structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings;

- iii. The Developer has sole and exclusive right to sell the Apartment in the said Building/s to be constructed by the Developer in the said Phase and to enter into Agreement/s with the Allottee/s of the Apartment and receive the sale consideration in respect thereof;
- iv. On demand from the Allottee/s, the 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 specifications, fixtures and fittings like the flooring, sanitary fittings and amenities with regard to the Apartment with particular brand or its equivalent thereof to be provided by the Developer in the said Building(s)/wing(s) and the Apartments are set out in **Schedule D**. The Allottee/s is/are satisfied about the specifications, fixtures and fittings agreed to be provided by the Developer and undertakes that the Allottee/s shall not raise any objection in respect thereof hereafter.
- vi. The Developer has obtained approvals and/or sanctions from the Concerned Authority(s) for the plans for the said Building/s and shall also obtain balance approvals (if any) from various Authorities from time to time, including but not limited to Occupancy Certificate of the said Building;
- vii. While sanctioning the said Subject 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 Building/s and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building/s shall be granted by the concerned local authority;
- viii. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- ix. The Developer has the discretion to raise the invoices of the milestone which has been completed/achieved irrespective of sequences of milestones.

34.3 TAX DEDUCTED AT SOURCE

The Allottee/s is aware that the Allottee/s has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the 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. If the Allottee/s fails to comply with the same and any financial liability/loss is incurred by the Developer for such non-compliance, the Allottee/s shall be liable to compensate the Developer for such loss and the same shall be adjusted from the next installment due from the Allottee/s.

34.4 **INTEREST**

- i. All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act/ Rules (“**Interest**”) from the date they fall due till the date of receipt/realization of payment by the other Party.
- ii. Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
- iii. Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amounts remaining unpaid by the Allottee/s under this Agreement, have a first charge / lien on the Apartment and the Car Park(s) (if any), and the Allottee/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 Allottee/s under this Agreement to the Developer. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Developer.

34.5 **FLOOR SPACE INDEX**

- i. The Allottee/s has/have been informed and is/are aware that the buildable area has been sanctioned for the Layout as a Project Land on the basis of the available Floor Space Index (“**FSI**”) on the Subject Land and accordingly the Developer shall develop the Subject Land in multiple phases/project.
- ii. The Developer declares that FSI available as on date in respect of the Subject Land is 230478 square meters only and the Developer has planned to utilize FSI of 39093 square meters on the said Project Land by utilizing the FSI of the said Subject Land or by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulations or based on the expectation of increased FSI which may become available in future.
- iii. Further, the Allottee/s has/have been informed and acknowledge(s) that the FSI proposed to be consumed in the Phase may not be proportionate to the area of the Project Land on which it is being constructed in proportion to the total area of the Subject Land taking into account the FSI to be utilized for all buildings to be constructed thereon. The Developer in its sole and absolute discretion, may allocate

such buildable FSI for each of the buildings being constructed on the Project Land/Subject Land as it thinks fit and the Allottee/s of the apartment(s)/ in such buildings (including the Allottee/s) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the building or the Project Land.

- iv. The Allottee/s acknowledge(s) that the Developer alone is entitled to utilize and deal with all the development potential of the Project Land/Subject Land including the existing and future FSI and /or transferable development rights (“**TDR**”) heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the Project Land/Subject Land or elsewhere as may be permitted and in such manner as the 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/Subject 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/Subject Land.
- vi. Neither the Allottee/s nor any of the other Allottee/s of the apartment in the buildings being constructed on the Project Land (including the Building) nor the Association / Apex Body to be formed of Allottee/s of apartment(s) in such buildings (including the Building) shall be entitled to claim any FSI and/or TDR howsoever available on the Project Land. All FSI and/or TDR at any time available in respect of the Subject Land in accordance with the Layout or any part thereof shall always belong absolutely to the Developer, till the time the development of the entire Layout as contemplated by the Developer is completed by the Developer and building(s) /Project Land is conveyed to the Association / Apex Body 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, without any objection/interference from the Allottee/s / Association / Apex Body. 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 of the Allottee/s shall not alter/demolish/construct or redevelop the Building or the Project Land or any part thereof until and unless the Building is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law or use any unutilized or increased FSI available on the Project Land. It is also agreed by the Allottee/s that even after the formation of the Association / Apex Body, 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.

34.6 **SATISFIED WITH THE DEVELOPER'S TITLE**

The Allottee/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the Project Land /Building and has expressly understood the contents, terms and conditions of the same and the Developer has entered into this Agreement with the Allottee/s relying solely on the Allottee/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Allottee/s to be observed, performed and fulfilled and complied with and therefore, the Allottee/s hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developer and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Allottee/s.

34.7 **OUTGOINGS**

- i. From the Possession Date, the Allottee/s shall be liable to bear and pay the proportionate share of outgoings in respect of the Land and Tower namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and Building/s.
- ii. The Allottee/s shall pay to the Developer such proportionate share of outgoings as may be determined by the Association/Apex Body. 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 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 the common areas along with the common amenities is handed over to the Association/Apex body. On completion of such handing over of the common areas along with the common amenities the balance amount of deposits shall be paid over by the Developer to the Association/Apex body.

- 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/ is formed, subsequently on account of Association or Apex Body or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- iv. In case the transaction being executed by this Agreement between the Developer and the Allottee is facilitated by a registered real estate agent/channel partner/broker, then all amounts (including taxes) agreed as payable remuneration/fees/charge for services/commission/brokerage to the registered real estate agent/channel partner/broker, shall be paid by the Developer/Allottee/both, as the case may be, in accordance with the agreed terms of payment.

34.8 **ASSOCIATION STRUCTURE**

- i. The Developer shall at its sole and absolute discretion, as prescribed under the Relevant Laws,
 - a. Form an Association of the Allottee/s of Apartment in the Project/Phase, as it may deem fit and proper in respect of the tower(s) comprised in Project known by such name as the Developer may decide, which shall be responsible for maintenance and management of the Project/Phase, within such period as may be prescribed under the Relevant Laws.
 - b. form an Association/Apex Body for the Subject Land for each of residential and commercial zones ("**Apex Body**"), as the Developer may deem fit, for the purposes of effective maintenance and management of the Subject Land including for Common Areas and amenities of the Project/phase and/or of the Subject Land at such time and in such a manner as the Developer may deem fit to be known by such name as the Developer may decide, within such period as may be prescribed under the Relevant Laws.
 - c. with a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company (in the manner set out hereunder), the maintenance and management of the Project, without any reference to the Allottee/s and other occupants of the Project, even after formation of the association/Apex Body/Apex Bodies on such terms and conditions as the Developer may deem fit and the Allottee/s hereby gives their unequivocal consent for the same. For this purposes the Developer may, in its discretion provide suitable provisions in the constitutional documents of the Association/Apex Body/Apex Bodies.

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

The Allottee/s agree(s) and undertake(s), to sign and execute all applications and other papers and documents, including but not limited to the bye-laws/memorandum and Articles of Association drafted/adopted by the Developer for the Association, necessary for the formation and registration of the Association/Apex Body within 10 (ten) days from intimation by the Developer. The Allottee/s agree(s) not to object to any changes/amendments made by the Developer in the draft/model bye-laws/memorandum and Articles of Association for the Association. The Allottee/s shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Developer and the other Allottee/s of apartment(s) in the Project/Phase. The Allottee/s shall be bound by the rules, regulations and bye-laws/memorandum and Articles of Association / Apex Body and the terms and conditions contained in the Indenture.. No objection shall be raised by the Allottee/s, if any changes or modifications are made in the draft bye-law of the Association by the Developer as the case may be or as required by any other competent authority. The Allottee/s hereby authorize Developer to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose.

- ii. The Developer may become a member of the Association/Apex body to the extent of all unsold and/or unallotted Apartment(s) areas and spaces in the Project/Subject land.
- iii. All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of any such documents in this regard, shall be borne and paid by the Association/Apex Body.
- iv. The Allottee/s hereby acknowledge(s) and agree(s) that the Project is a part of the Subject Land and as such the Developer shall hand over the common areas of the Subject Land including the said Project to the Association/Apex Body. The Developer shall handover the common areas/common amenities of the Subject Land to the Association / Apex Body within such period as the Developer may deem fit and proper, however such handing over shall not be later than 5 (five) years from date of the completion of the entire development of the said Subject Land by utilizing the entire FSI/TDR that may be permitted to be utilized therein in accordance with the relevant laws that may be in force from time to time and sale of all the apartments constructed in the said subject land and receipt of the entire consideration in respect thereof. The Allottee/s hereby agree(s) that he/she/it has understood the provisions of this clause and hereby gives his/her/its unequivocal consent for the same. The Allotte/s hereby agree(s) and confirm(s) that till handover to the Association or Apex

Body, the Allottee/s shall continue to pay all the outgoings as imposed by concerned authorities and proportionate charges to the Developer from time to time. .

34.9 FACILITY MANAGEMENT COMPANY

- I. By executing this Agreement, the Purchaser/s agree/s and consent/s to the appointment of Godrej Living Private Limited, a company incorporated under the Companies Act, 2013 having its registered office at Godrej One, 6th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East) Mumbai 400079 and regional office at [“Godrej Waterside”, Tower – II, Unit No. 109, Block – DP, Plot – 5, Sector – V, Kolkata – 700 091] or any other agency, firm, corporate body, organization or any other person nominated by the Developer (“**Facility Management Company**”) to manage, upkeep and maintain the Project together with other building/s (*if applicable*) and the Project Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and to maintain common areas, common amenities and common facilities. The Purchaser/s hereby agree and undertake to execute maintenance agreement with the Facility Management Company as and when called upon by the Developer / Facility Management Company. The Facility Management Company shall also be entitled, to collect the common area maintenance charges, maintenance deposit, outgoings, provisional charges, taxes, levies and other amounts in respect of the Project, building(s) (including the Purchaser’s proportionate share of the outgoings as provided under Clause 34.7 herein). The Developer hereby reserves its right to remove, nominate and appoint new Facility Management Company for maintenance, upkeep, management and control of the Project, at its sole discretion, and without any concurrence from Purchaser/s / association / apex body / apex bodies/common organization. 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/ society / apex body / apex bodies / limited company/ common organization. The Purchaser/s hereby grants his/her/their/its unequivocal and unconditional consent confirming agreement /contract/arrangement that the Developer has or may have to enter into with the Facility Management Company (“**FM Agreement**”). It is hereby clarified that the Purchaser/s agrees and authorizes the Developer to appoint the Facility Management Company for the Project and post formation of the association/ co-operative society / apex body / limited company /common organization, as the case may be, the Developer will novate the FM Agreement in favor of the association/ co-operative society / apex body / limited company/common organization, as the case may be. Post expiry of the tenure of the FM Agreement, association/ co-operative society / apex body / limited company/ common organization, as the case may be, shall have the option to either continue with the Facility Management Company or appoint a new facility management company, provided that prior written consent of all the purchasers of the units in the Project is obtained for deciding discontinuation/non-renewal of the FM Agreement as per the terms of such Agreement including the obligations/penalties/liabilities etc. or appointment of a new facility management company. It is further expressly understood that the Developer shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s association/ co-operative society / apex body / limited company/common organization, for any act, deed,

matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, upkeep, management and control of the Project in all respects thereof.

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

34.10 **FIT OUT MANUAL**

- i. The Allottee/s agree(s) and undertake(s) that on receipt of possession, the Allottee/s shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developer/Association / Apex Body / Apex Bodies ("**Fit-Out Manual**") and without causing any disturbance, to the other Allottee/s of Apartment in the Building. The Fit-Out Manual will be shared at the time of handing over possession of the Apartment. Without prejudice to the aforesaid, if the Allottee/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment or the Building, the Developer shall be entitled to call upon the Allottee/s to rectify the same and to restore the Apartment and/or Building to its original condition within 30 (thirty) days from the date of intimation by the Developer in that behalf. If the Allottee/s does not rectify the breach within the such period of 30 (thirty) days, the Developer may carry out necessary rectification/restoration to the Apartment or the Building (on behalf of the Allottee/s) and all such costs/charges and expenses incurred by the Developer shall be reimbursed by the Allottee/s. If the Allottee/s fail(s) to reimburse to the Developer any such costs/charges and expenses within 7 (seven) days of demand by the Developer, the same would be deemed to be a charge on the Apartment. The Allottee/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developer (i) from and against all suit, actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developer or which the Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Apartment or the Building(s) and (ii) for all costs and expenses incurred by the Developer for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Apartment or the Building(s).
- ii. Upon the possession of the Apartment being delivered to the Allottee/s, the Allottee/s shall be deemed to have granted a license to the Developer, its engineers, workmen,

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

34.11 **BRAND NAME & PROJECT NAME**

- i. It is agreed by the Allottee/s that the name of the Project “**ORCHARD PH2B AT GODREJ SE7EN**” or of the individual towers 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 is agreed and accepted by the Allottee/s that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design; the appearance shall not be changed under any circumstances, unless GPL has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Project Land including Project Land, the Building, as well as the Association (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 Apartment Allottee/s shall not be entitled to change the name of the Project / Building/s without written consent of GPL.

34.12 **REPRESENTATIONS BY THIRD PARTIES**

The Allottee/s acknowledge(s), agree(s) and undertake(s) that the Allottee/s shall neither hold the 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.

34.13 **TRANSFER**

Only after (i) payment of minimum 50 percent of the Total Consideration by the Allottee/s and (ii) a term of 1½ (one and a half) years (i.e. eighteen months) has elapsed from the date of allotment letter dated _____ **(Allotment Date)** whichever is later, the Allottee/s may transfer his rights, title and interest in the Apartment under this Agreement to any third person / entity after obtaining prior written consent of the 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. 1615/- (Rupees One Thousand Six Hundred and Fifteen only))** per square meter (1 Square meter = 10.7369 Square feet) plus taxes as applicable on the Total Area of the Apartment to the Developer. Further, the Developer reserves the right to allow such transfer at its sole discretion.

34.14 **OBLIGATIONS, COVENANTS, REPRESENTATIONS OF ALLOTTEE/S**

The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants, represents with the 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 Subject Land as well as Project Land;
 - b. have inspected the plan sanctioned by the authorities concerned in respect of the building complex and the Apartment being constructed by the 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 Subject Land;
 - d. have verified the location and site of the said Apartment including the egress and ingress thereof and also the area of the Apartment as stated in this Agreement and agrees not to dispute the same;
 - e. have acknowledged that the right of the Allottee/s shall remain restricted to the said Apartment;
 - f. have acknowledged and given consents that the Developer shall be entitled to construct any additional area /structures and/or alter and/or modify the said Plan including change of use of any part or portion of the Project being constructed erected and completed on the said Project Land and development on the balance Subject Land in accordance with the terms of the relevant laws and as per the future sanction/approvals obtained by them. The Allottee/s shall have no objection thereto of the same. The right hereby reserved shall be available to the Developer until the complete optimization of the Subject Land.

- g. have satisfied themselves as to the total area in relation thereto to comprise in the said Apartment and also the common parts/portions which would be common for all the residents/occupants of the various Apartment comprised in the Project/Subject Land and the other Common Area as designated by the Developer in the Project/Subject Land and has agreed not to challenge or dispute the same in any manner whatsoever or however.
- ii. To maintain the Apartment at the Allottee/s' own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- iii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- 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. Intimation forwarded by Developer to the Allottee/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Allottee/s and the Allottee/s agree/s not to dispute the same. The Allottee/s hereby understand/s and agree/s that, save and except for the intimation from the Developer as provided under this Clause, it shall not be obligatory on the part of the Developer to send reminders regarding the payments to be made by the Allottee/s as per the payment schedule mentioned herein and the Allottee/s shall make all payment/s to the Developer on or before the due dates, time being the essence of this Agreement.
- vi. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the Apartment, the Allottee/s undertake/s to direct such financial institution to disburse/ pay and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Developer through an account payee cheque/demand

draft drawn in favour of “ORCHARD PH2B AT GODREJ SE7EN COLLECTION ACCOUNT”.

- vii. If any of the payment cheques/banker’s cheque or any other payment instructions of/by the Allottee/s is/are not honored for any reason whatsoever, then the same shall be treated as default under this Agreement and the Developer may at its option be entitled to exercise the recourse available. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs. 5,000/- (Rupees Five Thousand Only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs. 10,000/- (Rupees Ten Thousand Only) (which charge shall be in addition to the Interest for delayed payment). Thereafter, no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.
- viii. In the event, the Developer is required to refund any amounts in terms of this Agreement, the Developer may refund such amounts in the below Bank account. The Allottee/s agree to update the Developer of any change in the Bank account details immediately and shall not hold the Developer liable in case of Allottee’s failure in this regard.

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

- ix. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Developer to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- x. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated nor shall demand partition of the Allottee/s’ interest in the Apartment and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Apartment without the prior written permission of the Developer and/or the society or the limited company.

- xi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land/subject land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- xii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project Land/ Subject Land and the building in which the Apartment is situated.
- xiii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.
- xiv. Not cause any nuisance, hindrance, disturbance and annoyance to other Allottee/s of apartments in the Building or other occupants or users of the Building, or visitors to the Building, and also occupiers of any adjacent, contiguous or adjoining properties;
- xv. Permit the Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Apartment or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Allottee/s;
- xvi. Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, parking space/s or other open spaces forming a part or appurtenant to the Apartment/s in the Building, without the prior written permission of the Developer/ Association/ Apex body/ concerned authorities;
- xvii. After possession of the Apartment is handed over the Allottee/s, the Allottee/s may insure the Apartment from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Developer shall not be responsible for any loss/damage suffered thereafter.
- xviii. 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.
- xix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Developer under this Agreement are fully paid up.

- xx. The Allottee/s shall observe and perform all the rules and regulations, mandates which the Association/Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Association/Apex Body regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xxi. Till handing over of the common areas of the Project Land/Subject Land in which Apartment is situated is handed over to the Association/Apex Body, 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 said buildings or any part thereof to view and examine the state and condition thereof.

Usage:

- i. The Allottee/s hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample apartment / mock apartment and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/or services or cannot be construed as same. The Allottee/s has/have not relied on the same for his/her/their/its decision to acquire Apartment in the Phase and also acknowledges that the Allottee/s has/have seen all the sanctioned layout plans and time schedule of completion of the Project.
- ii. The Allottee/s undertakes that the Allottee/s has/have taken the decision to purchase the apartment in the Phase out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee/s by the Developer in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.
- iii. The Allottee/s confirm/s and undertake/s not to any make any claim against Developer or seek cancellation of the Apartment / Apartment or refund of the monies paid by the Allottee/s by reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel.
- iv. The Allottee/s agrees and undertakes that the Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Apartment by concerned authorities due to non-payment by the Allottee/s or any other apartment Allottee/s of their respective

proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.

- v. The Developer has informed the Allottee/s and the Allottee/s hereby confirms and acknowledges that the Subject Land is being developed by the Developer in a phase-wise/project wise manner and the same shall be determined by the Developer in its sole absolute discretion from time to time.
- vi. The Allottee/s hereby consents that the Developer shall be entitled to develop the Subject 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 complete Layout of the Subject Land. In this regard, the Allottee/s hereby acknowledges and confirms that t the Developer is entitled to make any other alterations or additions in the sanctioned plans, layout plans, specifications of the Buildings, Common Areas within the Subject Land (except for the current Phase), and also grant right of usage for all Common Areas, facilities/amenities envisaged in the entire Subject land, to Allottee/s of other phases/projects, to be developed and/or developed in the Subject Land.
- vii. The Allottee/s hereby acknowledges and consents that the Developer shall demarcate certain portion of the Project as Limited Common Area and designated for the use of certain specific apartments/apartments to the exclusion of other apartments. It is further agreed by the Allottee/s that except for the Allottee/s of those specific apartments, no other Allottee/s in the Project shall have access or right of usage of the said demarcated Limited Common Area. The Allottee/s hereby accords his/her/their no objection in this regard and agreed to not raise any claim, objection, dispute in future in relation to such right granted to the certain specific apartments/apartments in the manner aforesaid.
The Allottee/s who have /apartments inclusive of the right to use such designated Limited Common Areas shall be solely responsible for the maintenance of such area.
- viii. The Allottee/s hereby declares and confirms that except for the Parking Space(s), if any, allotted by the Developer/ association/ Apex Body, the Allottee/s do/es not require any parking space/s including open parking space(s) and accordingly the Allottee/s waives his/her/its/their claim, right, title, interest whatsoever on the areas of parking space(s) in the Phase. The Allottee/s further agree(s) and undertake(s) that it shall have no concerns towards the identification and allotment/allocation of the parking space(s) done by Developer / association / Apex Body, at any time and shall not challenge the same anytime in future. The Allottee/s agree(s) and acknowledge(s) that Developer/the association/Apex Body shall deal with the parking space(s) in the manner Developer / association / Apex Body deems fit, subject to the terms of bye-laws and constitutional documents of the association / Apex Body. The Developer acknowledges and accepts the aforementioned waiver and accordingly has given effect to the same while calculating the Total Consideration.

- ix. It is agreed by the Allottee/s that the deposit of the Ad hoc corpus fund/sinking fund/reserve fund can be used by the Developer/Association for the purpose of paying any emergency expenses towards the overdue maintenance charges, unpaid Government taxes & duties/ for all purposes and capital expenditure as required for the maintenance of the said Project. The Corpus Fund/Sinking fund/Reserve Fund will be payable by the Allottee/s to Developer @ Rs. 323/- (Rupees Three Hundred and Twenty Three Only) per sq. mtr. plus applicable taxes (if any) It is further stated that the said Corpus fund/sinking fund/reserve fund shall be an interest free deposit which will be kept with the Developer. It is further clarified that Developer shall handover the said interest free Corpus Fund/Sinking fund/Reserve Fund to the Association of Owners, once it is formed. The said Association of owners shall have no right to claim any interest on such Corpus fund/sinking fund/reserve fund amount from the Developer at any point of time.
- x. To comply with all the terms and conditions as mentioned in this Agreement including but not limited to payment of all such amounts within the timelines stipulated under Schedule C of this Agreement or as and when demanded by the Developer.

34.15 **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 Apartment to the Allottee/s, obtain from the concerned local authority occupancy and /or completion certificates in respect of the Apartment.

It is further agreed that the Developer/Association/Apex body 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.

Additional Disclosures:

- i. The Developer has a clear and marketable title with respect to the said 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. There are no encumbrances upon the Apartment/ or Project Land or the Project except those disclosed in the title report, if any.
- iii. 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.

- iv. At the time of handing over, the Developer shall handover lawful, vacant, peaceful, physical possession of the Common Areas and facilities of the Project to the Association/Apex Body, as and when the same is formed.
 - v. 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 subject land/Project Land and/or the Project except those disclosed in the title report.
 - vi. Be it noted that to ascertain the stamp-duty and registration charges for registration of these presence, the Registration Department has considered the market value of car parking as covered car parking. Therefore, the Allottee/s will not derive any right of covered car parking through the assessment slip. The car parking space will be allotted to the Allottee/s by the Association/Apex Body as and when the same is formed.
 - vii. The Developer states that the Parking spaces (Open & Covered) in the Project Land form a part of the Common Area and The individual Parking Space shall be allocated on a right to use basis vis-à-vis the said Apartment as a Limited Common Area.
 - viii. The Developer further states that the extended space including greenery/gardens which are located in front of some specific designated apartments of the Project fall under the ambit of Limited Common Areas and usage of those Limited Common Areas is restricted to those specific apartments to the exclusion of other apartment owners in the project.
- 34.16 **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 apartment(s)/ 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 the building to be constructed on the Project Land without in any way obstructing or causing nuisance to the ingress and egress of the Allottee/s /other occupants of apartment(s)/ in building constructed on the Project Land till such time the Land is handed over to the Association/Society/Condominium/Limited Company/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 Apartment to be executed in respect of the sale/transfer of apartment(s)/apartment(s) in the buildings to be constructed on the Project Land. The Allottee/s hereby expressly consents to the same.
- iii. The Allottee/s agree/s that the Allottee/s shall along with other Allottee/s / occupiers of the other phases of the Project observe and perform the terms and conditions regarding use, enjoyment and sharing of Common Areas. Amenities and Facilities to be provided underneath the Tower/Building known as (**Tower No.**), a list of the same is annexed hereto as **Schedule "E & F"**. The Allottee/s shall also, observe and perform the terms and conditions regarding use, enjoyment and sharing of Common Areas, Amenities and Facilities which will be common for the entire Project (These amenities will also be enjoyed by the Allottee/s of apartment/son the Subject Land, existing and future) as shall be subsequently decided by the Owners and the Developer.
- iv. It is clearly understood and agreed by the Allottee/s that facilities/amenities/Common Areas of the Project/Phase mentioned in the **Schedule "E"& "F"**, will be operational for use on and from 31st December, 2027. It is further understood by the parties that all allottee/s of the Subject Land shall have the right to use amenities/facilities of all Project/Phases developed on the Subject Land. It is also agreed by and between the parties that the right to use the amenities/facilities will be made available as and when the same is constructed subject to the Allottee/s being in compliance of all its obligations under this Agreement including timely payments of amounts if any, unless there is delay due to Force Majeure. 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 Apartment which includes amenities and facilities..
- v. In case the Allottee/s fails to comply with the terms and conditions set out in this Agreement, and / or in case the Allottee/s fails to make payment for consecutive demands made by the 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 the amount as mentioned in Clause 7.5 of the Agreement, along with the Non Refundable Amount./ Balance amounts, 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 same. The Parties further 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 Apartment Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the Apartment and/or Parking Space and/or the Project and/or the Project Land and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. It is further agreed that the interest and / or taxes paid on the total consideration shall not be refunded upon such cancellation/termination. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

- 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 Apartment within the time stipulated by the Developer, then the Allottee/s shall in addition to the above, pay to the Developer holding charges at the rate of Rs. 110/- (Rupees One Hundred & Ten only) per month per square meter of the Total Area of the Apartment ("**Holding Charges**") and applicable maintenance charges towards upkeep and maintenance of the Common Areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the Apartment shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Allottee/s in relation to its deterioration in physical condition.
- vii. The Allottee/s(s) hereby agree(s) that he/she/they will only have the right of use of the Limited Common Area attached with the Apartment as demarcated by the Developer in accordance with the Bye – laws, rules, regulations, mandates. The Allottee/s(s) are hereby restricted to construct any permanent/temporary structure thereon and further shall not do any modification, alteration in the said Limited Common Area/exclusive deck/terrace areas attached with the apartment. Further the /Allottee/s(s) shall the keep the said dedicated Limited Common Area in a good condition as per the guidelines set out by the Association/Apex Bodies. The)/Allottee/s(s) further agrees that incase he/she/they fail to keep the said dedicated Limited Common Area as per the guidelines of Association/Apex Body/FMC, then the Association/Apex Body/FMC shall upkeep the said area and the cost of the same shall be borne by the Allottee/s(s) of the said Apartment.
- viii. It is hereby agreed between the parties that upon receipt of the occupation certificate for the said Flat/Unit, none of the parties shall be entitled to terminate this Agreement for Sale. Further, in case the Purchaser/s fail/s to respond and/or neglect/s to take possession of the Flat/Unit within the aforementioned time as stipulated by the Developer, then the Developer shall also be entitled along with other rights under this Agreement for Sale to forfeit/claim the entire Total Consideration towards the Flat/Unit 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 Flat/Unit shall come to 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 Flat/Unit.

34.17 **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 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).

34.18 **RETENTION**

Subject to, and to the extent permissible under the Relevant Laws, the Developer may, either by itself and/or its nominees/associates/affiliates also retain some portion / apartments/ in the Project which may be subject to different terms of use, including as a guest house / corporate apartment.

34.19 UNSOLD APARTMENT/FLAT

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

the Developer shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the association / Apex Body / Apex Bodies.

34.19 **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.

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

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

34.21 **PRESENT FOR REGISTRATION**

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

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 Apartment are made by non-resident/s/foreign national/s of Indian origin, shall be the sole responsibility of the Allottee/s to comply with the provisions of the Foreign Exchange Management Act, 1999 ("**FEMA**") or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Relevant Laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Developer 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 Apartment is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "**Anti Money Laundering**").

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 Apartment 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 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.

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

34.24 **ARBITRATION**

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

Further, all the terms and conditions, rights and obligations of the Parties as contained hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 / West Bengal Housing Industry Regulation Act, 2017 ("**Act**") and the Rules and Regulations made thereunder ("**Rules and Regulations**") and the

exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this Agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

SCHEDULE A
PART I
(DESCRIPTION OF ONE AD's LAND)

Mouza: Banagram

ALL THAT piece and parcel of land, as mentioned hereunder measuring more or less 1167.52 Decimal equivalent to 11.6752 acres, be the same a little more or less, together with all easement rights, privileges and appurtenances thereto situated and lying at Mouza: Banagram, J.L. No. 16, Touzi No. 3, 4 and 5, Revisional Settlement Sheet No. 30, Pargana Khaspur, Dag Nos. mentioned in the chart below under Rashpunja Gram Panchayat, Additional District Sub Registration Office and Police Station Bishnupur, L.R. Khatian No.1496, District 24 Parganas (South).

Sl No.	R.S. Khatian No.	R.S. Dag No.	L.R. Dag No.	Area (Decimal)
1	1152	Dag 364	432	34.00
2	1152	Dag 385	454	9.89
3	1152	Dag 386	455	1.39
4	1152	Dag 389	459	65.20
5	1152	Dag 390	460	73.00
6	1152	Dag 391	461	32.00
7	1152	Dag 392	462	2.00
8	1152	Dag 393	463	3.50
9	1152	Dag 415	487	280.53
10	1152	Dag 416	492,493,494	28.87
11	1152	Dag 417	496	60.00
12	1152	Dag 418	497	65.00
13	1152	Dag 419	498	17.00
14	1152	Dag 420	495,499	43.99
15	1152	Dag 424	504,509,511,512	25.61
16	1153	Dag 358	415	15.00
17	1153	Dag 359	416	2.75
18	1153	Dag 362	418,419,421,422,423,424,425,428,429	74.83
19	1153	Dag 363	420	19.92
20	1153	Dag 364	432	41.00

21	1153	Dag 389	459	21.87
22	1153	Dag 392	462	24.00
23	1153	Dag 412	484	82.00
24	1153	Dag 414	486	35.00
25	1153	Dag 415	487	66.00
26	1153	Dag 421	500	36.67
27	1153	Dag 422	501	6.50
		Total		1,167.52

(DESCRIPTION OF One Ad's LAND)

Mouza: Sarmasterchak

ALL THAT piece and parcel of land, as mentioned hereunder measuring more or less 64.00 Decimal equivalent to 0.64 acres, be the same a little more or less, together with all easement rights, privileges and appurtenances thereto situated and lying at Mouza: Sarmaster chak, J.L. No. 17, Touzi No. 3, 4 & 5, Revisional Settlement Sheet No. 30, Pargana Khaspur, Dag Nos. mentioned in the chart below under Kulerdari Panchayat, Additional District Sub Registration Office and Police Station Bishnupur, District 24 Parganas (South).

Sl No.	RS Khatian No.	R.S. Dag No.	L.R. Dag No.	Area (Decimal)
1	344	11	11	10.00
2	344	13	13	17.00
3	344	14	14	8.50
4	344	15	15	1.54
5	344	15/162	22	2.00
6	344	15/163	23	7.96
7	344	23	26	14.37
8	344	23/165	25	2.63
		TOTAL		64.00

(DESCRIPTION OF OVAL'S LAND)

ALL THAT piece and parcel of land, as mentioned hereunder measuring more or less 387.09 Decimal equivalent to 3.8709 acres, be the same a little more or less, together with all easement rights, privileges and appurtenances thereto situated and lying at Mouza: Banagram (L.R. Khatian No. 1172) and Sarmaster Chak, J.L. No. 16 and 17, Touzi No. 3, 4 and 5, Revisional Settlement Sheet No. 30, Pargana Khaspur, Dag Nos. as mentioned in the chart below under Rashpunja and Kulerdari gram Panchayat, Additional District Sub Registration Office and Police Station Bishnupur, District 24 Parganas (South).

<u>Sl.no.</u>	<u>Mouza</u>	<u>RS Dag No.</u>	<u>L.R. Dag No.</u>	<u>Land as per Deed (Decimal)</u>
1	Banagram	391	461	3.18
2	Banagram	411	483	6.90
3	Banagram	414	486	35.00
4	Banagram	416	492,493,49 4	3.00
5	Banagram	416	492,493,49 4	21.15
6	Banagram	420	495,499	36.50
7	Banagram	420	495,499	16.00
8	Banagram	420	495,499	58.39
9	Banagram	421	500	21.00
10	Banagram	421	500	8.25
11	Banagram	421	500	6.75
12	Banagram	421	500	2.75
13	Banagram	421	500	1.50
14	Banagram	423	502	8.72
15	Banagram	423	502	49.50
16	Banagram	423	502	33.00
17	Banagram	424	504,509,51 1,512	15.00
18	Banagram	424	504,509,51 1,512	17.00
19	Sarmaster Chak	1	1	21.40
20	Sarmaster Chak	1	1	22.10
				387.09

DESCRIPTION OF OVAL'S ACQUIRED LAND

(Transfer of Land between Oval and Roos)

ALL THAT piece and parcel of land, as mentioned hereunder be the same a little more or less, together with all easement rights, privileges and appurtenances thereto situated and lying at Mouza: Banagram and Sarmaster chak, J.L. No. 16 and 17, Touzi No. 3, 4 and 5, Revisional Settlement Sheet No. 30, Pargana Khaspur, Dag Nos. as mentioned in the chart below under Banagram and Kulerdari Gram Panchayat, Additional District Sub Registration Office and Police Station Bishnupur, District 24 Parganas (South).

(i) Transfer of land in favour of Oval by Roos

Sl No.	Mouza	Khatian No.	R.S. Dag	L.R. Dag No.	Area (Decimal)
1	Sarmasterchak	344	3	3	31.65
2	Sarmasterchak	344	12	12	22.00
3	Banagram	1153	411	483	3.95
			TOTAL		57.60

(ii) Transfer of land in favour of Roos by Oval

Sl No.	Mouza	Khatian No.	R.S. Dag	L.R. Dag No.	Area (Decimal)
1	Sarmasterchak	345	1	1	52.50
			TOTAL		52.50

DESCRIPTION OF OVAL'S ACQUIRED LAND

(Transfer of Land between Oval and Sun Sign)

ALL THAT piece and parcel of land, as mentioned hereunder be the same a little more or less, together with all easement rights, privileges and appurtenances thereto situated and lying at Mouza: Banagram, J.L. No. 16, Touzi No. 3, 4 and 5, Revisional Settlement Sheet No. 30, Pargana Khaspur, Dag Nos. as mentioned in the chart below under Rashpunja Gram Panchayat, Additional District Sub Registration Office and Police Station Bishnupur, District 24 Parganas (South).

(i) Transfer of land in favour of Oval from Sun Sign

Sl No.	Mouza	Khatian No.	R.S. Dag	L.R. Dag No	Area (Decimal)
1	Banagram	1154	413	485	23.00
2	Banagram	1154	420	495,499	54.99
3	Banagram	1154	424	504,509,5 11,512	19.20
			TOTAL		97.19

(ii) Transfer of land in favour of Sun Sign by Oval

Sl No.	Mouza	Khatian No.	R.S. Dag	L.R. Dag No.	Area (Decimal)
1	Banagram	1172	369	436	6.80
2	Banagram	1172	370	437	38.80
3	Banagram	1172	411	483	33.10
4	Banagram	1172	423	502	39.28
			TOTAL		117.98

DESCRIPTION OF ORBIT LANDS

ALL THAT piece and parcel of land, as mentioned hereunder be the same a little more or less, together with all easement rights, privileges and appurtenances thereto situated and lying at Mouza: Banagram, J.L. No. 16, Touzi No. 3, 4 and 5, Revisional Settlement Sheet No. 30, Pargana Khaspur, Dag Nos. as mentioned in the chart below under Rashpunja Gram Panchayat, Additional District Sub Registration Office and Police Station Bishnupur, L.R. Khatian No.1495, District 24 Parganas (South).

SI No.	Mouza	Khatian No.	R.S. Dag	L.R Dag No.	Area (Decimal)
1	Banagram	1152	416	492,493,49 4	249.66
			TOTAL		249.66

DESCRIPTION OF THE SUBJECT LAND

ALL THAT piece and parcel of land, as mentioned hereunder be the same a little more or less, together with all easement rights, privileges and appurtenances thereto situated and lying at Mouza: Banagram and Sarmaster Chawk, Dag Nos. as mentioned in the chart below under Raspunja and Kulerdari Gram Panchayat, Additional District Sub Registration Office and Police Station Bishnupur, District 24 Parganas (South).

Mouza: Banagram	One Ad	Oval	Orbit	Total
Dag nos.				
Dag 358	15.00			15.00
Dag 359	2.75			2.75
Dag 362	74.83			74.83
Dag 363	19.92			19.92
Dag 364	75.00			75.00
Dag 385	9.89			9.89
Dag 386	1.39			1.39
Dag 389	87.07			87.07
Dag 390	73.00			73.00
Dag 391	32.00	3.18		35.18

Dag 392	26.00			26.00
Dag 393	3.50			3.50
Dag 411		10.85		10.85
Dag 412	82.00			82.00
Dag 413		23.00		23.00
Dag 414	35.00	35.00		70.00
Dag 415	346.53			346.53
Dag 416	28.87	24.15	249.66	302.68
Dag 417	60.00			60.00
Dag 418	65.00			65.00
Dag 419	17.00			17.00
Dag 420	43.99	165.88		209.87
Dag 421	36.67	40.25		76.92
Dag 422	6.50			6.50
Dag 423		91.22		91.22
Dag 424	25.61	51.20		76.81
	1,167.52	444.73	249.66	1,861.91
Mouza: Sarmasterchak				
Dag 1		43.50		43.50
Dag 3		31.65		31.65
Dag 11	10.00			10.00
Dag 12		22.00		22.00

Dag 13	17.00			17.00
Dag 14	8.50			8.50
Dag 15	1.54			1.54
Dag 15/162	2.00			2.00
Dag 15/163	7.96			7.96
Dag 23	14.37			14.37
Dag 23/165	2.63			2.63
	64.00	97.15	-	161.15
TOTAL	1,231.52	541.88	249.66	2,023.06

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

ALL THAT piece and parcel of land measuring about 2.94 Acres, being the portion of the Subject land, as mentioned hereunder be the same a little more or less, together with all easement rights, privileges and appurtenances thereto situated and lying at Mouza: Banagram, J.L. No. 16, within Additional District Sub Registration Office and Police Station Bishnupur, District 24 Parganas (South).

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

ALL THAT the residential Apartment No. (**Apt. No**) on the (**Floor No**) floor of the Tower (**Tower No.**) having carpet area of (**Carpet Area in Sq.Mtr**) **sq.mtr** together with exclusive area of (**Exclusive Area in Sq.Mtr**) **sq.mtr**. The Carpet Area and Exclusive area aggregates to total area of (Total Area in Sq.Mtr) square meters ("Total Area") (corresponding Super Built Up Area being (SBU area in Sq.Mtr) **sq.mtr** equivalent to (**SBU area in Sq.Ft**) **sq.ft**) be the same a little more or less, in **ORCHARD PH2B AT GODREJ SE7EN**, which is in course of construction, in and delineated in '**Red Colour**' border of Schedule B annexed hereto Together with the right to use, limited to the specific parking space allocated to the Applicant/s/Occupant/s by the Association/Apex Body, in the common parking area, Together with right to use all the Common Areas as mentioned in **Schedule "E & F"** hereinafter written.

(DESCRIPTION OF THE PARKING)

ALL THAT right to use of ____ (_____) number of parking space.

Schedule B
FLOOR PLAN/ TOWER PLAN/LAYOUT PLAN OF THE APARTMENT

Schedule C
PAYMENT SCHEDULE AND MANNER OF
PAYMENT FOR THE ALLOTTEE/S

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

Schedule D
SPECIFICATIONS

Schedule E&F
COMMON AREAS AND PORTIONS, AMENITIES AND FACILITIES

AMENITIES

The Developer shall further provide certain special facilities/amenities shall be marked on a Chargeable basis. The Applicant may opt to choose the said facilities/amenities on payment requisite charges to the person who will be providing such recreational facilities/amenities. It is further agreed by the Applicant that the persons/entities/agencies named to provide the said facilities/amenities at the current development mentioned in any offer document/brochure/collaterals are tentative and may change time to time.

FACILITIES

The Amenities, Facilities and Common Areas are to be shared between all residents of the Project Land/Subject Land (as applicable).

DRAFT

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
Allottee/s

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
Owner / Developer

1.

2.

Drafted By

R E C E I P T

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

(RUPEES (Receipt Amt in Words) ONLY)

WITNESSES:-

1.

2.

DATED THIS DAY OF 20__
#####

BETWEEN
ONE AD DISPLAY PRIVATE LIMITED
AND
OVAL DEVELOPERS PRIVATE LIMITED
AND
ORBIT TOWERS PRIVATE LIMITED
..... OWNERS

AND
GODREJ AMITIS DEVELOPERS LLP
..... DEVELOPER

AND
(1ST APPLICANT)
&
(2ND APPLICANT)
..... PURCHASER/S

AGREEMENT FOR SALE
UNIT NO. (Apt. No) ON THE (Floor No) FLOOR
OF THE TOWER (Tower No.) MEASURING
SUPER BUILT UP AREA (SBU area in Sq.Ft) SQ.FT.
IN ORCHARD PH2B AT GODREJ SE7EN