

## **Payment Terms**

1. In case the applicant/allottee fails in executing the agreement for sale or default in making all payments within the stipulated time, the management shall reserve the right to charge interest as per applicable laws and further delay in payment the management reserve the right to cancel the flat and forfeit the Expression of interest amount and interest charges as applicable.
2. Dues as stated upto the stage of Agreement will have to be paid within 30 days of booking date and all other dues within 60 days of expression of interest date.
3. Registration of Sale Agreement is mandatory and will be done after payment of dues till Sale Agreement stage. Applicable government charges, stamp duty etc., along with legal charges will have to be paid at the time of registration within 30 days from Expression Of Interest.
4. Nomination of ones booking would be allowed only after one year of the Sale Agreement as well as payment of nomination fees @ 2% of total consideration + taxes.
5. In addition to the consideration the purchaser shall pay all other levies/taxes/duties and statutory liabilities which may be imposed by the Govt. from time to time.
6. TDS as applicable needs to be deducted by the allottee and deposited to the concerned department.

## **Terms and Condition**

1. The following stipulations should be read carefully and understood before filling up the Expression of interest form for allotment of an apartment at Orchard Amritaya a residential project being carried out by  
**M/s. Oswal Residential Buildings LLP** (herein referred as the promoter) having registered office at Infinity IT Lagoon 6th Floor, Room No. 607, Plot No E2-2/1, Block EP & GP Sector V, Salt Lake City, Kolkata - 700091
2. The applicant shall pay the application money by means of cheque/Pay Order drawn in favour of **M/s. Oswal Residential Buildings LLP** payable at Kolkata.
3. Application from person other than Indian citizen domiciled in India shall be accepted after fulfillment of all necessary formalities as per The Reserve Bank Of India.
4. The applicant shall bear the responsibility in case the particulars given by the applicant are incorrect. The applicant shall however inform the promoter in case of any changes in the particulars as mentioned in the Expression of interest form.
5. The choice of the apartment will be done on first-come-first-serve basis and is subject to availability and the promoter reserves the right to allot.
6. If on scrutiny even after application it is found from the documents submitted that the applicant is not eligible for allotment of residential Unit for any reason it may be decided to cancel the selection of the allotment without prejudice to any other condition herein.

7. If the allotment of any residential Unit is obtained by misrepresentation or fraud the allotment shall be liable to be cancelled and the allotment shall not be entitled to claim any compensation.
8. The applicant shall not use the residential Unit for business of trade or professional use.
9. The applicant shall not raise objections to any lawful additional constructions undertaken in the Project including construction of any additional building/towers/floors by **M/s. Oswal Residential Buildings LLP**.
10. The applicant agrees and understands that all images/illustrations/models/walkthrough & 3D videos/plans shown in the sales material including brochures and promotional videos are indicative for representational purposes only. The actual Unit and other specifications, amenities and facilities in the Project on completion may vary from the representational images/illustrations/models and the applicant shall not make any issue or claims in respect thereto.
11. The applicant understands that the final allotment of parking space/s in the Project to the applicant shall be at the absolute discretion of **M/s. Oswal Residential Buildings LLP** and the applicant shall not make any issue or claims in respect thereto.
12. The applicant understands that the parking layout plan as provided in the sanctioned building plan of the Project may undergo modification/alteration and the applicant shall not make any issue or claims in respect thereto.
13. The applicant understands and agrees that the specifications, amenities and facilities to be provided in the Project may undergo certain changes and alterations and the applicant shall not make any issue or claims in respect thereto.
14. The applicant understands that this Expression Of Interest Form shall be read and interpreted along with the standard Agreement for Sale to be executed by the applicant on successful allotment of an Unit and the applicant shall not make any issue or claims in respect thereto.
15. The applicant understands and agrees that maintenance of mechanical parking falls under the common area maintenance and the applicant shall not make any issue or claims in respect thereto.
16. The applicant understands that use of landscaped area adjacent to the river Hooghly is under KOPT jurisdiction that might change as per KOPT or any other relevant authorities and the applicant shall not make any issue or claims in respect thereto.
17. The applicant understands and agrees that the possession date is subject to change in case of lockdown or any other force majeure clause.
18. The courts, tribunals and forums in Kolkata, West Bengal shall have exclusive jurisdiction to address any disputes that may arise between the applicant, and Oswal Residential Buildings LLP.

### **Declaration**

1. I/We have read and understood all the Terms and Conditions as laid herein before submitting this Application Form and also agree to abide by them and also others including Area, Price, and Payment Terms prescribed by you.
2. I/We undertake to inform you of any changes to the above information and particulars furnished by me/us.
3. I/We shall not be entitled to and hereby agree not to set up any oral agreement whatsoever or howsoever. Documentation Charges/Legal Fees shall be payable separately.
4. I/We have sought details, explanation and clarifications and after giving careful consideration to all fact, terms, conditions and representations made by the Builder. I/We have signed this Expression of interest Form and paid the amount payable thereof fully of my/our liabilities and obligations towards the builder.
5. I/We give our consent to receive all types of emails, WhatsApp messages & videos, and SMS from Oswal Group.
6. I give my consent to deduct the booking amount as cancellation charges after 7 days of booking, irrespective of Sale Agreement being registered.