

#### PAYMENT TERMS

1. In case the applicant defaults in making payment after registration of the Sale Agreement within the stipulated time, the management reserves the right to charge interest as per applicable laws. In case of further delay in payment, the management reserves the right to cancel the flat and forfeit the Expression of Interest amount, taxes and accumulated interest.
2. Dues as stated up to the stage of Agreement shall be paid within 30 days from the date of booking.
3. Subsequent demands shall be paid within 15 days from the date of generation of demand.
4. Purchasers may transfer/nominate/assign their booked flat and the said car parking to any third party only after 12 months from the date of the registered Sale Agreement is executed, through execution of a Registered Assignment Agreement.
5. Nomination of a booking shall be permitted only after one year from the date of the Registered Sale Agreement and upon payment of nomination fees @ 2% of the total consideration + taxes.
6. In addition to the consideration the purchaser shall pay all other levies/taxes/duties and statutory liabilities which may be imposed by the Government from time to time.
7. **TDS, as applicable, must be deducted by the allottee and deposited with the concerned department, failing which the department may impose charges or take action for non-compliance.**

#### TERMS AND CONDITIONS

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 Anantaa** a residential project being carried out by **M/s. Oswal Properties Private Limited** (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 Properties Private Limited** payable at Kolkata.
3. Application from a person other than an Indian citizen domiciled in India shall be accepted after fulfilment 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-served 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, trade or professional purposes.
9. The applicant shall not raise objections to any lawful additional constructions undertaken in the Project including construction of any additional buildings/towers/floors by **M/s. Oswal Properties Private Limited**.
10. The applicant agrees and understands that all images/illustrations/models/walkthroughs and 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 Properties Private Limited** 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 modifications/alterations 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 or alterations and the applicant shall not make any issue or claims in respect thereto.
14. The Allottee understands and agrees that the Expression of Interest Form is only a preliminary document for booking/indicating interest in the unit. After execution of the formal registered Agreement for Sale, all previous terms mentioned in the EOI Form shall automatically stand replaced by the registered Agreement for Sale, and only the registered Agreement for Sale shall be binding on the parties.
15. The applicant understands and agrees that the possession date is subject to change in case of lockdown or any other force majeure circumstances.
16. The courts, tribunals and forums in Kolkata, West Bengal shall have exclusive jurisdiction to address any disputes that may arise between the applicant and **M/s. Oswal Properties Private Limited**.

<b>DECLARATION</b>
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1. I/We have read and understood all the Terms and Conditions as laid out 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 facts, 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. If the Sale Agreement is not registered with the Competent Authority within 30 days of generation of the Provisional Allotment Letter, then **M/s. Oswal Properties Private Limited** shall be at liberty to cancel the allotment of the flat and refund the booking amount, except in the case of Force Majeure.