

**AGREEMENT FOR SALE WITHOUT POSSESSION OF
RESIDENTIAL
FLAT AT
“ORCHID TOWER”**

This Agreement for Sale without Possession is executed on this the day of.....2023.

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-: BY AND BETWEEN :-

“ORCHID REALTY”, Income Tax PAN : AAGFO5705N, a partnership firm as per the provisions of the Indian Partnership Act, 1932 having registered office at N. S. B. Road, Near HDFC Bank, P.O. + P.S.- Raniganj, Dist. - Paschim Bardhaman, Pin – 713347, represented by its authorized signatory **Mr. Deepak Jalan, Income Tax PAN : ACPJ2477H**, son of Mr. Viswanath Jalan, by faith Hindu, Indian citizen, by occupation Business, resident of Madhu Sarani, Rambagan Doctors Colony, P.O.- Searsole Rajbari, P.S.- Raniganj, Pin - 713358, Dist.- Paschim Bardhaman, W.B., authorized *vide* board resolution dated **04th November 2020** hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **FIRST PART**;

AND

Mr., son of **.....**, **Income Tax PAN.....**, by occupation **.....**, by faith Hindu, Indian citizen, resident of **.....**, hereinafter referred to as the **Purchaser / Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest & permitted assignees) of the **SECOND PART**;

AND WHEREAS :

A. ORCHID REALTY duly represented by its 7 (seven) partners **(1) Sri Pawan Bajoria** (PAN : ADEPB5489R), son of Late Ramavtar Bajoria, resident of Burns Plot, P.O. + P.S.- Raniganj, PIN : 713347, Dist.- Paschim Bardhaman (W.B.), **(2) Sri Deepak Jalan** (PAN : ACPJ2477H), son of Viswanath Jalan, resident of Madhu Sarani, Rambagan Doctors Colony P.O.- Searsole Rajbari, P.S.- Raniganj, PIN – 713358, Dist.- Paschim Bardhaman (W.B.), **(3) Sri Sanjay Bajoria** (PAN : ADDPB1444K), son of Late Ramavtar Bajoria, resident of Burns Plot, P.O. + P.S.- Raniganj, PIN – 713347, Dist.- Paschim Bardhaman (W.B.), **(4) Sri Pradeep Bajoria** (PAN : ADDPB1445J), son of Late Ramavtar Bajoria, resident of Burns Plot, P.O. + P.S.- Raniganj, PIN - 713347, Dist.- Paschim Bardhaman (W.B.), **(5) Smt Rekha Saraf** (PAN : AMPPS1830B), wife of Ashok Kumar Saraf, resident of N. S. B. Road, Goenka Park, P.O. + P.S.- Raniganj, PIN - 713347, Dist.- Paschim Bardhaman (W.B.), **(6) Sri Rohit Khaitan** (PAN : AFCK2391F), son of Sri Rajendra Prasad Khaitan, resident of M. N. Ghosh Road, P.O. + P.S.- Raniganj, PIN – 713347, Dist.- Paschim Bardhaman (W.B.) and **(7) Sri Mukesh Agarwal** (PAN : ADEPB5489R), son of Sri Purushottam Lal Agarwal, resident of Near Chandra Talkies, Main Road, P.O. Chas, PIN - 82013, Dist.- Bokaro, Jharkhand, all (1) to (7) are by faith Hindu, Indian citizen, by occupation **Business**, owning and possessing of a land measuring about **2104.35 Sq. Mt.** more or less comprising within appertaining to Mouza – Raniganj Municipality, J.L. No. 24, Ward No.- 93, R.S. Plot No. 68, L.R. Plot No. 94, L.R. Khatian No. 29346, P.S.- Raniganj, under Asansol Municipal Corporation, A.D.S.R. Office - Raniganj & Sub-Division - Asansol Sadar, District- Paschim Bardhaman, West Bengal, India. ("**Said Land**") *vide* following sale deeds

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Serial No	Deed No	Dated	At the office of
1	020103972	03.12.2020	D.S.R. - I, Purba Bardhaman
2	020103973	03.12.2020	D.S.R. - I, Purba Bardhaman
3	020103974	03.12.2020	D.S.R. - I, Purba Bardhaman
4	020103975	03.12.2020	D.S.R. - I, Purba Bardhaman
5	020104000	04.12.2020	D.S.R. - I, Purba Bardhaman
6	020104612	24.11.2020	D.S.R. - I, Purba Bardhaman
7	020104943	18.01.2021	D.S.R. - I, Purba Bardhaman
8	020104261	25.11.2020	A. D. S. R. Raniganj

B. The Said Land is earmarked for the purpose of building a residential cum commercial purpose project, comprising B+G+7 multistoried buildings and the said project shall be known as **“ORCHID TOWER” (“Project”)**;

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

D. **“Act”** means the Real Estate (Regulation and Development) Act, 2016 (West Ben. Act XLI of 2017).

E. **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.

F. **Regulation”** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016.

G. **“Section”** means a section of the Act

H. The **Asansol Municipal Corporation**, Paschim Bardhaman has granted the Building Plan certificate to develop the Project vide approval dated **20th April 2022** bearing **Memo No. 1996(2)/BP/AMC/HO**;

I. The Promoter has obtained the final layout plan approvals for the Project from **Asansol Municipal Corporation**. The Promoter agrees and undertakes that he shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

J. The Allottee / Purchaser in the project has been allotted in Orchid Tower **Block “.....”, Flat No. “.....”**, having measuring an area of **Sq. Ft. Super-Built-Up area** equivalent to Carpet Area (CA) Sq. Ft. with EBVT Sq. Ft. totaling Net Area (CA+ EBVT) Sq. Ft., **type BHK**, situated on the **floor**, within **Block “.....”**, by the name.....of **Orchid Realty** along with **1 (One) Covered Parking Space** admeasuring **135 Sq. Ft.**, situated in the **Basement** of **Block “A”**, as permissible under the applicable law and of pro rata share in the common areas (“Common Area”) as defied under clause (m) of section 2 of the Act (hereinafter referred to as the **“Flat”** more particularly described in Schedule D and the floor plan of the Flat is annexed hereto and marked as Annexure A);

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

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- L. The said land is earmarked for the purpose of building of a residential cum commercial project, comprising **B+G+7, Two multistoried buildings** namely **Block A – “ALPYNE” and Block B – “PYNE”** and the said project shall be known as **“ORCHID TOWER”**.
- M. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- N. 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;
- O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Flat and the garage / closed parking (if applicable) as specified in para G;

1. TERMS.-

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Flat as specified in para G;

The Total Price for the Flat based on the carpet area is as below-

Block “....” –, FLAT- “” Type BHK “..... Floor”	Amount
Carpet Area00
Cost of EBVT00
Proportionate cost of Common Areas with external wall thickness etc.
Cost of Four Wheeler Parking00
Cost of Two Wheeler Parking	0.00
Proportionate share of electric Transformer/generator installation, Water connection00
Club membership00
Sinking Fund00
GST as applicable00
Total Price00

Rs00 (Rupees) Only (Total Price)

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Flat;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Flat.
Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment as per the payment plan with reference to clause 1.4. In addition, the

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Promoter shall provide to the Allottee 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;

The Total Price is escalation-free, save and except increases which the Allottee 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

The Allottee(s) shall make the payment as per the payment plan set out in **Schedule 'A' (Payment Plan)**.

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'B' and Schedule 'C' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Flat, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act : Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm to the final carpet area that has been allotted to the Allottee 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 Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within 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. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All the monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the **"ORCHID TOWER"** Flat as mentioned below :

- (i) The allottee shall have exclusive ownership of the Flat;
- (ii) The Allottee also have undivided proportionate share in the Common Areas. Since the Share interest of Allottee in the Common Areas is undivided and cannot be divided or separated the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Flat includes recovery of price of land, construction of [not only the Flat but also] the Common Areas, internal development Charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Flat, lift, water line and

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plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities and specifications to the provided within the Project.

That it is made clear by the Promoter and the Allottee agrees that the Flat along with parking space (if any) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project according to the concerned Act, Rules, regulations and byelaws in respect thereof.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely "**ORCHID REALTY**" shall not form a part of the declaration to be filed with Asansol Municipal Corporation to be filed in accordance with the West Bengal Real Estate Regulatory Authority.

The Promoter agrees to pay all outgoings before transferring the-physical possession of the Flat to the Allottees, which it has collected from the Allottees, 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 Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Flat to the Allottees, the Promoter 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 therefore by such authority or person.

The Allottee has paid a sum of **Rs.00 (Rupees..... Lac only) [Including GST]** by cheque as booking amount being part payment towards the Total Price of the Flat at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Flat as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. **MODE OF PAYMENT :**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee Cheque / demand draft / bankers Cheque / NEFT / RTGS / UPI or online payment (as applicable)] in favour of **ORCHID REALTY** payable at RANIGANJ.

AND WHEREAS the Land Owners have represented to the Developer as follows;

- i. That the land owners are absolutely seized and possessed and sufficiently entitled to all those pieces or parcels of Bastu land, ground or premises more particularly described in the Schedule below and shown in annexed sketch map.

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- II. That the said Property is free from all sorts of encumbrances, attachments, charges, acquisition, requisition, legal flaws, claims, demands, dues, notices, religious or family disputes, etc. in any nature whatsoever.
- III. That the said property is not affected by any Road Alignment.
- IV. That the landlords / owners of the first part have not entered into any agreement with any person in respect of the said property or create any charge on the said property and during pendency of this agreement for development of the said property; the first party shall not enter into any agreement with any other Developer or Promoter or create any change in respect of the proposed Multistoried Building to be constructed by the Developer on the said property.
- V. That no notice of attachments, acquisition, or requisition received from any competent authority in respect of the said property.
- VI. That there is no embargo or outstanding dues in respect of Income Tax of the owner and / or any notice of attachments received from Income Tax Authority under the provisions of the Income Tax Act 1961.
- VII. That the Land Owners shall comply with all requisition for the purpose of development of the said property.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

The Allottee, 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) 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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE-

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule A ("Payment Plan")**.

6. CONSTRUCTION OF THE PROJECT / FLAT:

The Allottee has seen the specifications of the Flat and accepted the Payment Plan, floor plans, which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter 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 or notified by the State Government 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 Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE FLAT :

Schedule for possession of the said Flat - The Promoter agrees and understands that timely delivery of possession of the Flat is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Flat on **ORCHID TOWER** on or before **31st December 2024**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within ninety days from the date of termination of allotment. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession - The Promoter, upon obtaining the [occupancy Certificate or such other certificate from the competent authority shall offer in writing the possession of the Flat **ORCHID TOWER**, to the Allottee in terms of this Agreement to be taken within three months from the date of issue of such notice and the Promoter shall give possession of the Flat to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter / Association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 60 (Sixty) days of receiving the occupancy certificate of the Project.

Failure of Allottee to take Possession of Flat - Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the

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Promoter shall give possession of the Flat/Plot to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

On failure of allottee to pay the installment as per schedule given in allotment letter, apart from paying the interest on the delayed amount, the possession of the plot/Flat shall be extended to the extent of period of delay in paying the defaulted amount.

Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Flat to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit ten percent of the total amount of the consideration money, interest and other dues payable for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within ninety days of such cancellation.

Compensation - The Promoter shall compensate the Allottee in case of any loss caused to 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 compensation under this section 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 promoter fails to complete or is unable to give possession of the Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified herein or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for (iii) any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee 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 Flat/Plot, with interest at the rate specified in the Rules within ninety days including compensation in the manner as provided under the Act:

Provided that where the Allottee does not intend to withdraw from the Project, the Promoter shall pay to the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Flat.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER.-

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Flat;

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- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat/ Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Flat and common areas;
- (vi) The Promoter 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 created herein, may prejudicially be affected;
- (vii) The Promoter 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 said Land, including the Project and the said Flat/Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Flat to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter 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 Authorities; and
- (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 Promoter in respect of the said the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES.-

Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:-

- (i) The promoter fails to provide ready to move in possession of the Flat to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Flat shall be in a habitable condition which is complete in all respects and as per the completion /occupancy certificate issued by the competent authority; or
- (ii) Discontinuance of the Promoter'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.

In case of default by Promoter under the conditions listed above, the Allottee is entitled to the following:-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter, the Allottee will be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Flat/plot, along with interest at the rate specified in the Rules within forty five days of receiving the termination notice:

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Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Flat.

The Allottee shall be considered under a condition of default, on the occurrence of the following events:-

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules;
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Flat in favor of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount or 10 % of the Agreement value whichever is higher and the interest liabilities and this Agreement shall thereupon stand terminated:

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID FLAT

The Promoter, on receipt of complete amount of the Price of the Flat/Plot under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Flat together with proportionate indivisible share in the Common Areas within three months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favor till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID FLAT of ORCHID TOWER-

The Promoter 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 of the allottees.

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

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

The Allottee hereby agrees to purchase the Flat on the specific understanding that his/her/their 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 allottees (or the

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maintenance agency appointed by it) 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 allottees from time to time.

14. RIGHT TO ENTER THE FLAT FOR REPAIRS-

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking/covered parking in basement or stilts, and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Flat/Plot 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 the **ORCHID TOWER**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service 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 allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE FLAT.-

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Flat 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 Flat, 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 Flat and keep the Flat, 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. The Allottee 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 / facade of the building or anywhere on the exterior of the project, buildings therein or common areas. The Allottee 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 shall not store any hazardous or combustible goods in the Flat or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Flat. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter, the association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee 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 is entering into this Agreement for the allotment of a Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the project in general and this project in particular. 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 Flat, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Flat at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS -

The Promoter 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. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE -

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Flat/Plot/Building 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 who has taken or agreed to take such Flat.

20. THE WEST BENGAL FLAT OWNERSHIP ACT, 1972-

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Flat Ownership Act, 1995 (West Bengal Act No. XVI of 1972).

21. BINDING EFFECT-

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within thirty days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within thirty days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within thirty days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee 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 Flat, 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 / SUBSEQUENT ALLOTTEES-

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 project shall equally be applicable to and enforceable against any subsequent Allottees of the Flat/Plot, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE-

(i) The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee

that exercises of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

- (ii) Failure on the part of the Promoter to enforce at any time 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 there under 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 there under 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 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 Flat bears to the total carpet area of all the Flats in the project.

28. FURTHER ASSURANCES-

Both Parties agree that they shall execute, acknowledge and deliver to other such instruments and take such other actions, in addition 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 complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, After the Agreement is duly executed by the Allottee and the Promoter, the said Agreement shall be registered at the office of the A.D.S.R. Raniganj, or D.S.R. Paschim Bardhaman or before appropriate authority.

30. NOTICES-

All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

Promoters' name	<u>Allottee(s) name</u>
ORCHID REALTY	Mr.
Address : N. S. B. Road, Near HDFC Bank, P.O. & P.S.- Raniganj, PIN - 713347, Dist.- Paschim Bardhaman (W.B.)	Address :

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It shall be the duty of the Allottee and the Promoter 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 promoter or the Allottee, as the case may be.

31. JOINT ALLOTTEES-

In case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered to have been properly served on all the Allottees.

32. GOVERNING LAW-

The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION -

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

[Any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]

SCHEDULE – A

Payment Plan by the ALLOTTEE

The Agreed Consideration mentioned in Part I of the Third Schedule is to be paid to the Developer/Promoter in the following manner:

Booking and Agreement	Rs 5,00,000.00 (+ GST as Applicable)
On Basement floor Roof casting	10% (+ GST as Applicable)
On completion of Ground Floor Roof	10% (+ GST as Applicable)
On completion of First Floor Roof	10% (+ GST as Applicable)
On completion of Second Floor Roof	10 % (+ GST as Applicable)
On completion of Third Floor Roof	10% (+ GST as Applicable)
On completion of Fourth Floor Roof	10% (+ GST as Applicable)
On completion of Fifth Floor Roof	5% (+ GST as Applicable)
On completion of Sixth Floor Roof	5% (+ GST as Applicable)
On completion of Seventh Floor Roof	5% (+ GST as Applicable)
On completion of Brick Works	5% (+ GST as Applicable)
On Completion of Flooring	5% (+ GST as Applicable)
On Offer of Possession	Final Amount as applicable (+ GST as Applicable) + Other Charges

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SCHEDULE – B

Common Portions

- a) Lobbies, passages, staircases, landings, corridors of the said Building.
- b) Driveways and internal paths and passages in the said Property.
- c) Lift, Lift pits, chute and lift machine rooms other equipment.
- d) Common drains, sewers, pipes and plumbing equipment.
- e) Water supply from deep tube well / Asansol Municipal Corporation (as per availability)
- f) Common underground water reservoir.
- g) Overhead water tank in the said Building.
- h) Wires, switches, plugs and accessories for lighting of common areas.
- i) Master/Disc Antenna for satellite television, cable T.V. together with its accessories (if any)
- j) Water Pump and motor and water pump room (if any).
- k) Septic Tank
- l) Common toilets (if any)
- m) Room for Security Staff (if any).
- n) Common electrical wiring, meters, fittings and fixtures for lighting of common areas.
- o) Boundary walls and Main Gate
- p) HT / L.T. room / space
- q) Electricity meter room/space
- r) Generator room/ space (if any)
- s) Firefighting equipment in the Buildings (if any)
- t) Swimming Pool, Gymnasium, Community Hall.

SCHEDULE – C

Specifications

Foundation		Raft – Strip Foundation
Structure		RCC framed
Brickwalls		Red Bricks / Fly Ash Bricks
Rooms	Flooring	Vitrified tiles
Living & Dining	Flooring	Vitrified tiles
Kitchen	Flooring	Ceramic tiles / Vitrified tiles
	Counter	Granite Top
	Sink	Stainless Steel
	Dado	Ceramic Tiles (2 feet above counter)
Toilets	Flooring	Anti-Skid Ceramic Tiles
	Dado	Ceramic tiles (up to Door Level)
	WC	Commode / Indian
Wash Basin		Ceramic
	Fitting	CP fittings of reputed brand
Doors	Frame	Imported Timber
	Doors	Flush Doors
Windows		Aluminum Windows with glass panels
Internal Finishes		WallPutty
External Finishes		Good quality Weatherproof Acrylicpaint
Electrical		Concealed copper wiring and modular switches
	Points	Provision for AC (For all rooms), TV / cable points in one bedroom, living & dining room and Geyser point on both toilets
Lift		Automatic lifts of Reputed Company

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SCHEDULE – D

PART – I

TOTAL PROPERTY / SAID PROPERTY

ALL THAT land measuring more or less 52 decimal under L.R. Dag No. 94, under L.R. Khatian No. 29346, within Mouza Raniganj Municipality, J.L. No. 24, A.D.S.R. Office Raniganj, under Raniganj Municipality, Sub-Division Asansol Sadar, within Dist. Paschim Bardhaman, P.S. Raniganj, butted and bounded by

On the North : Vacant Land
On the East : N. S. B. Road
On the West : Vacant Land of Mr. Manoj Agarwal
On the South : Durga Apartment

PART – II

SAID FLAT

ALL THAT the Residential **Flat No**, type **BHK**, measuring **Sq. Ft. (..... Sq. Ft.) Super-Built-Up Area** equivalent to Carpet Area (CA) Sq. Ft. with EBVT.....Sq. Ft. totaling Net Area (CA+EBVT) of Sq. Ft., **Tiles flooring, without Roof Right**, situated on the.....**floor**, of **Block “.....”** of the under construction Building named “.....”, in the Project named “**Orchid Realty**” to be constructed at the said Property. Border **RED** in the MAP or PLAN annexed as **Annexure “A”** herewith which do form a part of this Deed.

PART – III

SAID PARKING SPACE

ALL THAT the right to park Four Wheeler / Two Wheeler in:

(i) **1 (One) Covered Four Wheeler Parking Space** measuring **135 Sq. Ft. (One Three Five Sq. Ft.)**, **Parking Tiles flooring, without Roof Right**, situated on the **Basement floor** within **Block** by the name “.....”.

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The Proportionate annual ground rent is payable to the Govt. of West Bengal through the B.L & L.R.O. Raniganj, Dist. – Paschim Bardhaman

IN WITNESSES WHEREOF the Sellers, Developer / Promoter and the Purchaser as hereinabove mentioned, set their respective hands and signature unto this Indenture on the day, month and year first above written in presence of the following witnesses: -

This Deed has been printed in 19 Pages and in a separate sheet Photo & Ten Finger Prints given by the Parties, duly attested, being the part of this Deed along with all annexures.

WITNESSES:

1.

For Signatory authority on
behalf of ORCHID REALTY

(Mr. Deepak Jalan)
(Partner & Signatory Authority)

SIGNED AND DELIVERED
by the **VENDOR / SELLER**

2.

SIGNED AND DELIVERED
by the **PURCHASER**

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RECEIPT

Received from the Purchaser the within mentioned sum of **Rs.00 (Rupees Lac) only [Including GST]** paid in favour of "ORCHID REALTY" as per memo below:

MEMO OF CONSIDERATION

From	Date	Mode	No	Bank	Branch	Amount
Purchasers		Cheque				
Purchasers		Cheque				
TOTAL						

For Signatory authority on
behalf of ORCHID REALTY

(Mr. Deepak Jalan)
(Partner & Signatory Authority)

SIGNED AND DELIVERED

by the **DEVELOPER/PROMOTER**

Drafted and prepared
by me as per documents
produced before me and
typed and printed in my office

(ADVOCATE)
Asansol Court