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**ORCHID INFRA**, a Partnership Firm, having its office at 1<sup>st</sup> Floor, Metro Heights, 2<sup>nd</sup> Mile, Sevoke Road, Siliguri, P.O. Sevoke Road, P.S. Bhaktinagar, District – Jalpaiguri, in the State of West Bengal, represented by one of its Partners, **SRI DIPAK MUNDHRA**, Son of Sri Bijay Kumar Mundhra, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of 3<sup>rd</sup> Floor, Plot No. 9, Panchwati Housing Complex, P.O. Sevoke Road, P.S. Bhaktinagar, District - Jalpaiguri, in the State of West Bengal --- hereinafter called the "**VENDOR**" (which expression shall mean and include unless excluded by or repugnant to the context its partners, successors, executors, administrators, legal representatives and assignees) of the "**FIRST PART**" (**PAN: AAHFO4075G**).

**A N D**

....., Son of....., (**PAN:-**.....), (**Aadhar No.** .....), .....by Religion, Indian by Nationality, ..... by Occupation, Residing at ..... P.O. ...., P.S. ...., District ..... in the State of ..... --- hereinafter called the "**ALLOTTEE/PURCHASER**" (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 and permitted assignees) of the "**SECOND PART**".

The Vendor and the Purchaser(s) shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

**A. WHEREAS** the abovenamed Vendor **ORCHID INFRA** had purchased land measuring 7 Kathas 12 Chattaks from Sri Kanad Nandi Mojumder alias Kanad N. Majumdar & Others, by virtue of registered Deed of Sale, dated 21.06.2023, being Document No. I-1640, for the year of 2023 and the same was registered in the office of the Additional District Sub-Registrar Siliguri, in the District of Darjeeling.

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**AND WHEREAS** in the manner aforesaid the abovenamed Vendor, **ORCHID INFRA**, became the owner of total land measuring 7 Kathas 12 Chattaks having permanent, heritable and transferable right, title, and interest therein and the said land is fully described in Schedule -A below.

**B.** The Said Land is earmarked for the purpose of a Ground plus Four Storied Residential Building and the said project shall be known as "**KRISHNA KUNJ**".

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

**D.** The Siliguri Municipal Corporation has granted the commencement certificate to construct the Project vide approved plan, bearing Building Permit No. **SWS-OBPAS/0104/2024/0118**, dated 06.02.2024, approved by the appropriate authority and "**LUCC**" issued by the office of the SJDA vide its Memo No. **12224/SJDA**, dated 19.12.2023.

**E.** The Vendor has obtained the final layout plan approvals for the project from Siliguri Municipal Corporation Area. The Vendor agrees and undertakes that they shall not make any changes to these layout plans except in strict compliance with Section 14 of The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**the Act**") and other laws as applicable.

**F.** The Vendor has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority.

**G.** The Allottee(s) had applied for an Apartment in the Project and has been allotted the Apartment No. ...., having RERA Carpet Area measuring ..... Square Feet on ..... Floor in Block No. .... and One parking Space, being Space No. .... measuring ..... Square Feet in the ..... Floor of the Building as mentioned in the Schedule 'B' Property, as permissible

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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 B and the floor plan of the apartment is annexed hereto and marked as Schedule F.

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

**I.** 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.

**J.** 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.

**K.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the Allottee hereby agrees to purchase the Schedule 'B' 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:**

Subject to the terms and conditions as detailed in this Agreement, the Vendor agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the Apartment as specified in Paragraph G;

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The Total Price for the Apartment based on Carpet Area is Rs...../- (Rupees .....Only) ("Total Price") excluding GST.

<b>Block No. ....</b>	<b>Rate of Apartment per Square Feet</b>
<b>Apartment No. ....</b> <b>Type: Residential</b> <b>Floor:</b>	<b>Rs.                   /- per Square Feet</b>

**A N D**

<b>Covered Parking</b>	<b>Price</b>
One Covered Parking	Rs...../-

That all the registration expenses, GST or any other taxes by the authority shall be paid by the Allottee separately.

**Explanation:**

1.1 The Total Price above includes the booking amount paid by the Allottee(s) to the Vendor towards the Apartment:

1.2 The Total Price above includes Taxes (consisting of Municipal tax and Khajna paid or payable by the Vendor in connection with the construction of the Project payable by the Vendor) up to the date of handing over the possession of the Apartment:

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Vendor shall be increased/reduced based on such changes/ modification;

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1.3 The Vendor shall periodically intimate to the Allottee(s), the amount payable as stated in (1.1) above and the Allottee(s) shall make payment within 30 (Thirty) days from the date of such written intimation. In addition, the Vendor 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;

1.4 The Total price of Apartment includes: 1) proportionate share in the Common Areas; and 2) Flat and covered parking(s) as provided in the Agreement.

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 Vendor 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 Vendor shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter issued to the Allottee(s), which shall only be applicable on subsequent payments.

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

1.5 It is agreed that the Vendor shall not make any additions and 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 maybe, without the previous written consent of the Allottee(s). Provided that the Vendor 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.

The Vendor 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

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for the carpet area shall be recalculated upon confirmation by the Vendor. If there is reduction in the carpet area within the defined limit then the Vendor shall refund the excess money paid by 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 Allottee(s), the Vendor shall demand that from the Allottee(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.

1.6 Subject to Clause 9.3 the Vendors 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 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(s) to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Vendor shall convey undivided proportionate title in the common areas to the association 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.

It is made clear by the Vendor and Allottee(s) agrees that the Apartment, along with covered parking 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

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or zone and shall not form a part of and/ or linked /combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

It is understood by the Allottee that all other areas and i.e., areas and facilities falling outside the Project namely "**KRISHNA KUNJ**" shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

The Vendor 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, panchayat or the 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 project). If the Vendor 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 Allottees, the Vendor 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(s) has paid a sum of Rs. ....../- (Rupees..... Only), as booking amount being part payment towards the Total Price of the Apartment at the time of Application the receipt of which the Vendor hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Vendor within the time and manner specified therein:

Provided that if the Allottee(s) delays in payment towards any amount for 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 Vendor abiding by the construction milestones, the Allottee shall make all payments, on demand by the Vendor, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of “**ORCHID INFRA**” payable at Siliguri.

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

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 and Rules and Regulations made there under or any statutory amendment(s) 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 Vendor with such permission, approvals which would enable the Vendor 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 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.

The Vendor accepts no responsibility in this regard. The Allottee(s) shall keep the Vendor 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 Vendor immediately and comply with necessary formalities if any under the applicable laws. The Vendor shall not be responsible towards any Third party making payment/ remittances 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 anyway and the Vendor shall be issuing the payment receipts in favour of the Allottee(s) only.



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

The Allottee(s) authorizes the Vendor 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 Vendor may in its sole discretion deem fit and the Allottee(s) undertakes not to object/ demand/ direct the Vendor to adjust his payments in any manner.

#### **5. TIME IS ESSENCE**

Time is of essence for the Vendor as well as the Allottee(s). The Vendor shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee(s) 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(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 simultaneous completion of construction by the Vendor as provided in Schedule C ("Payment Plan").

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

The Allottee(s) has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plan (annexed along with this Agreement) which has been approved by the competent authority, as represented by the Vendor. The Vendor shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Vendor 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 appropriate authority 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 Vendor shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE APARTMENT**

**7.1 Schedule for possession of the said Apartment:** The Vendor agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Vendor, based on the approved plans and specifications, assures to hand over possession of the Apartment and overall completion of the Project by **30<sup>th</sup> September, 2026** 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(s) agrees that the Vendor 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 Vendor to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor shall refund to the Allottee(s) the entire amount received by the Vendor from the allotment within 45 (Forty Five) days from that date. After refund of the money paid by the Allottee(s), Allottee(s) agrees that he/she shall not have any rights, claims etc., against the Vendor and that the Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession** – The Vendor, 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 3 (Three) months from the date of issue of such notice and the Vendor shall give possession of the Apartment to the Allottee(s). The Vendor agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendor. The Allottee(s) agrees to pay the maintenance charges as determined by the Vendor/association of Allottee(s), as the case may be.

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The Vendor on its behalf shall offer the possession to the Allottee(s) within 30 (Thirty) days of receiving the occupancy certificate of the project.

**7.3 Failure of Allottee(s) to take Possession of Apartment:** Upon receiving a written intimation from the Vendor as per Clause 7.2 the Allottee(s) shall take possession of the Apartment from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in Clause 7.2, such Allottee(s) shall continue to be liable to pay maintenance charges as applicable.

**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 Vendor, the Vendor herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Vendor to the Allottee(s) within 45 (Forty Five) days of such cancellation.

**7.5 Compensation-**The Vendor shall compensate the Allottee(s) 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 Vendor 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 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 any other reason; the Vendor shall be liable, on demand to the Allottees, 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

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the Allottee(s) does not intend to withdraw from the Project, the Vendor shall pay the Allottee(s) interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

## **8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR**

The Vendor here by represents and warrants to the Allottee(s) as follows:

8.1 The Vendor 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;

8.2 The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project:

8.3 There are no encumbrances upon the said Land or the Project;

8.4 There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;

8.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Vendor 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 Apartment and common areas;

8.6 The Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, where by the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;

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8.7 The Vendor has not entered in to 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 Apartment which will, in any manner, affect the rights of Allottee(s) under this Agreement;

8.8 The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement;

8.9 At the time of execution of the conveyance deed the Vendor shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee(s) and the common areas to the Association of the Allottees.

8.10 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:

8.11 The Vendor 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 out goings, whatsoever, payable with respect to the said project to the competent Authorities;

8.12 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 Vendor in respect to of the said Land and/or the Project;

8.13 That the property is not Waqf property.

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

Subject to the Force Majeure clause, the Vendor shall be considered under a condition of Default, in the following events:

9.1 Vendor 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 clause, 'ready to move in possession shall mean that the apartment shall be in a habitable condition which is complete in all respects;

9.2 Discontinuance of the Vendor'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 there under.

9.3 In case of Default by Vendor under the conditions listed above, Allottee(s) is entitled to the following:

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

(ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Vendor 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 specified in the Rules within 45 (Forty Five) days of receiving the termination notice:

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

9.4 The Allottee(s) shall be considered under a condition of Default on the occurrence of the following events:

In case the Allottee(s) fails to make payments for 30 Consecutive days after the demands have been made by the Vendor as per the Payment Plan annexed hereto, despite having been issued

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notice in that regard the Allottee(s) shall be liable to pay interest to the Vendor on the unpaid amount at the rates specified in the Rules.

In case of Default by Allottee(s) under the condition listed above continues for a period beyond two consecutive months after notice from the Vendor in this regard, the Vendor shall cancel the allotment of the Apartment in favour of the Allottee(s) and refund the amount money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall there upon stand terminated.

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

The Vendor, on receipt of complete amount of the Price of the Apartment 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 (three) months from the 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 demand letter, the Allottee(s) authorizes the Vendor 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 Vendor is made by the Allottee(s). The Allottee(s) 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 BUILDING/ APARTMENT/ PROJECT**

The Vendor 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 Allottee(s).

That the Vendor shall provide Electric Transformer in the Complex and the Allottee(s) Purchaser shall obtain his individual Electric connection by depositing the required Security Deposit.

## **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 Vendor as per the agreement for sale relating to such development is brought to the notice of the Vendor 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 Vendor to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor'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(S) TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee(s) hereby agrees to purchase the Apartment 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 Allottees (or the maintenance agency appointed by it) and performance by the Allottee(s) of all his/ her obligations in respect of the terms and conditions specified by the maintenance agency of the association of Allottees from time to time.

## **14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Vendor/maintenance agency/association of Allottees shall have rights of unrestricted access of all Common Areas, covered parking 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 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 the \_\_\_\_\_ (project name), 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's etc. and other permitted uses as per sanctioned plans. The Allottee 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 allottees formed by the Allottees for rendering maintenance services.

## **16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT**

Subject to Clause 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, lift, 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. 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 / facade 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. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. 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(S)**

The Allottee(s) is 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(s) 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,

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all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/ at his/ her/ their own cost.

### **18. ADDITIONAL CONSTRUCTIONS**

The Vendor 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. VENDOR SHALL NOT MORTGAGE OR CREATE CHARGE**

After the Vendor executes this Agreement he shall not mortgage or create a charge on the Apartment 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 Vendor has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Vendor 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 Vendor does not create a binding obligation on the part of the Vendor 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 as and when intimated by the Vendor. If

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the Allottee(s) fails to execute and deliver to the Vendor this Agreement within 30 (thirty) days from the date of receipt by the Allottee and/or appear before the Registrar/sub-registrar/registrars of assurance for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (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 apartment/ plot/ building, as the case maybe.

## **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 here under in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees 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**

The Vendor 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 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 Vendor in the case of one Allottee(s) shall not be construed to be a precedent and/ or binding on the Vendor to exercise such discretion in the case of other Allottee(s).

Failure on the part of the Vendor 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 there after 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 maybe, 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 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 here under or pursuant to any such transaction.

## 29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendor through its authorized signatory at the Vendor's Office, and after the Agreement is duly executed by the Allottee(s) and the Vendor or simultaneously with the execution of the said Agreement shall be registered at the office of Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Siliguri, West Bengal.

## 30. NOTICES

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

<b>ORCHID INFRA</b>	
Address: 1 <sup>st</sup> Floor, Metro Heights, 2 <sup>nd</sup> Mile, Sevoke Road, Siliguri, P.O. Sevoke Road, P.S. Bhaktinagar, District - Jalpaiguri, in the State of West Bengal	Address:

It shall be the duty of the Allottee(s) and the Vendor 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 Vendor or the Allottee(s), as the case maybe.

### **31. JOINT ALLOTTEES**

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

*[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not inderogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].*

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**SCHEDULE - 'A'**

**(DESCRIPTION OF THE LAND ON WHICH BUILDING STANDS)**

All that piece or parcel of Vacant homestead land measuring 7 Kathas 12 Chattaks, situated in Mouza - Siliguri, appertaining to and forming part of R.S. Plot No. 11828/13070, recorded in R.S. Khatian No. 2570, J.L. No. 110 (88) at **Deshbandhu Para (Road Zone: Ward No. 30)**, under P.S. Siliguri, District - Darjeeling within the limits of Siliguri Municipal Corporation.

**The said land is bounded and butted as follows:**

North : Land of Four 'H' Club;  
South : Gita Apartment;  
East : 24 feet wide SMC Road;  
West : Land and House of Rupak Dutta;

**SCHEDULE - 'B'**

**DESCRIPTION OF THE APARTMENT**

All that Residential Flat, being Flat No. ...., on the ..... Floor, having RERA Carpet Area measuring ..... Square Feet, in Block ..... and One Parking Space, being Space No. .... measuring ..... Square Feet in the ..... Floor of the building named "**KRISHNA KUNJ**" together with proportionate undivided share in the Schedule 'A' land on which the building stands.



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**SCHEDULE - 'C'**  
**PAYMENT PLAN BY THE ALLOTTEE(S)**

10%	AT THE TIME OF BOOKING
10%	ON COMPLETION OF FOUNDATION OF RESPECTIVE BLOCK
10%	AT THE TIME OF GROUND FLOOR CASTING OF RESPECTIVE BLOCK
10%	AT THE TIME OF 1 <sup>st</sup> FLOOR CASTING OF RESPECTIVE BLOCK
10%	AT THE TIME OF 2 <sup>nd</sup> FLOOR CASTING OF RESPECTIVE BLOCK
10%	AT THE TIME OF 3 <sup>rd</sup> FLOOR CASTING OF RESPECTIVE BLOCK
10%	AT THE TIME OF 4 <sup>th</sup> FLOOR CASTING OF RESPECTIVE BLOCK
10%	AT THE TIME OF BRICKWORK OF RESPECTIVE BLOCK
20%	AT THE TIME OF REGISTRATION

That the Vendor shall handover the possession of the Schedule-B property after receiving full and final payment as well as registration of the Schedule-B property.

That on the day of taking hand over of the Schedule-B property the Allottee(s)/purchaser(s) shall also give a declaration that after full satisfaction the purchaser's has/have taken handover of the Schedule-B property.

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**SCHEDULE – ‘D’**  
**SPECIFICATION OF THE FLAT**

- Structure : Earthquake resistant RCC framed structure as per ISI code.
- WALL : Internal : Finished with lime punning or wall putty with one coat primer.
- External : Exquisite exterior finish with latest combination of exterior paint.
- Floor : “4 X 2” - Hall  
“ 2 X 2” – Room
- Wall tiles : “ 2 X 1” – Bathroom & Kitchen
- Doors : Frame : PVC Chokhat  
Doors : Flush Doors with Brass / SS Hardware & Mortise Lock.
- Windows : Aluminium window with glass.

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**SCHEDULE - 'E'**

**(FLOOR PLAN AND LAYOUT PLAN)**

**: 29 :**

**IN WITNESS WHEREOF** both the parties in good health and conscious mind have put their signatures on this Agreement of Sale on the day, month and year first above written.

**WITNESSES:**

**1.**

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**VENDOR**

**2.**

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**PURCHASER(S)/  
ALLOTTEES(S)**

Drafted, read over and explained by:

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**MANOJ AGARWAL  
Advocate, Siliguri.  
(Enrl No. F-505/434 of 1997)**