

ANNEXURE - A

[See rule 9]

Agreement for Sale

This Agreement for Sale (**Agreement**) executed on this day of **TWO THOUSAND AND NINETEEN (2019);**

By and Between

M/s. ORCHID DEVELOPERS PVT. LTD. (CIN No.: 45400WB2007PTC117188), a Company within the meaning of Companies Act, 1956, having its registered office at No. 9-12, Lal Bazar Street, 3rd Floor, Block – 'C', Post Office - G. P. O. , Police Station - Hare Street, Kolkata - 700001, (**PAN: AAACO9497L**), duly represented by its Authorized Signatory **Mr. _____ (PAN: _____) (Aadhaar No.: _____)** son of _____, by Faith: _____, by Nationality: Indian, by Occupation: _____, residing at _____, District: _____, Post Office: _____, Police Station: _____, PIN: _____, **authorized vide Board Resolution dated _____ and hereinafter referred to as the "OWNER/PROMOTER"** (which term or expression shall unless repugnant to the subject or context thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the **FIRST PART;**

AND

[If the Allottee is a company]

..... (**CIN No.:**), a Company incorporated under the provisions of the Companies Act, 1956 or the Companies Act, 2013, having its registered office at (**PAN:**) represented by its authorized signatory (**Aadhaar No.:**), duly authorized vide board resolution dated, hereinafter referred to as the **"Allottee"** (which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors, successor-in-interest and permitted assigns);

OR

[If the Allottee is a Partnership]

..... (**PAN:**), a Partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at represented by its authorized Partner (**PAN:**) (**Aadhaar No.:**) duly authorised vide hereinafter referred to as the **"Allottee"** (which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/theirs assigns);

OR

[If the Allottee is an Individual]

Mr. / Ms. (**Aadhaar No.:**), son / daughter of, aged about, residing at, (**PAN:**), hereinafter called the "**Allottee**" (which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns);

OR

[If the Allottee is a HUF]

Mr. (**Aadhaar No.:**), son of, aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at (**PAN:**), hereinafter referred to as the "**Allottee**" (which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns);

The Promoter and Allottee shall hereinafter collectively be referred to as the Parties" and individually as a "Party"

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires:

1. "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
2. "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
3. "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
4. "Section" means a section of the Act;

WHEREAS:

- A.** The Promoter abovenamed is the absolute and lawful owner of **ALL THAT** piece and parcel of land measuring about 1.67 Acres of Land situate and lying at Mouza: Basina, J. L. No.: 31, Touzi No.: 37, District: North 24 Parganas, P. S.: Rajarhat, Additional Sub-Registry Office: Rajarhat (formerly Bidhan Nagar, Salt Lake City) under Rajarhat Bishnupur 2 No. Gram Panchayat, and comprised in L. R. Khatian No.: 1920 & 2568 under L. R. Dag Nos.: 935 (part), 939, 940, 941, 942, 943, 944, 952, 953, 954, 955 and 951 (part) (total land) and is in the process of Development of a portion out of the total Land identified as The Orchid Grandeur – Phase II comprised in **ALL THAT** piece and parcel of land measuring about 3375.55 sq. mtrs. (approx. 0.835 Acres) more or less which is undivided proportionate 50% (approx.) land out of the Total

Land attributable to the Project situate and lying at Mouza: Basina, J. L. No.: 31, Touzi No.: 37, District: North 24 Parganas, P. S.: Rajarhat, Additional Sub-Registry Office: Rajarhat (formerly Bidhan Nagar, Salt Lake City) under Rajarhat Bishnupur 2 No. Gram Panchayat ("Said Land");

- B.** The Promoter is the Owner of the land and shall cause the Development by itself;
- C.** The said land is earmarked for the purpose of building of a Residential project, comprising LG+G+4 multistoried apartment buildings and the said project shall be known as 'The Orchid Grandeur – Phase II' ("Project");
- D.** 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;
- E.** The Rajarhat Bishnupur 2 No. Gram Panchayat has granted the commencement certificate to develop the Project vide its approval dated 16.08.2013 Bearing registration no. Nil;
- F.** The promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from Rajarhat Bishnupur 2 No. Gram Panchayat (Please insert the name of the concerned competent authority). The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- G.** The Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority under HIRA REGISTRATION NO.: HIRA/...../...../...../.....;
- H.** The Allottee had applied for an apartment in the Project vide application no. Dated And has been allotted apartment no. Having carpet area of **Square Feet** (Plus Square feet Balcony area), Type on the **Floor** in [tower/block/building] **No.** ("Building") along with Covered Parking admeasuring Square feet in the Lower Ground Floor of Block [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defied under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-A and the floor plan or the apartment is annexed hereto and marked as Schedule-B);
- I.** The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
 - 1.** The Owner intends to develop the land and has devised a scheme to develop the Project consisting of Residential Accommodation in a phased manner;
 - 2.** The Project has been named The Orchid Grandeur – Phase II and the scheme of The Orchid Grandeur – Phase II has been devised in such a manner that the project will be divided into distinct identifiable Phases and such subsequent phases are intended to be Developed at later point in time and the Promoter has confirmed to the allottee and the allottee agrees that the allottee shall not be entitled to raise any claim or demand with regard to commencement or completion of the subsequent phases;
 - 3.** A part of The Orchid Grandeur has been identified and demarcated as Phase – II which shall comprise of Lower Ground Plus upper floors having contemporary self-contained Apartments lying at or upon the premises as detailed in Schedule-A hereunder written and/or described;

4. The Allottee has gone through the scheme of The Orchid Grandeur – Phase II and understands that the said land is only one of the phases of The Orchid Grandeur and agrees that the Owner/Promoter herein has reserves its right to integrate the other phases of The Orchid Grandeur and/or acquire further land adjacent/adjoining/contiguous to the project and/or enter into suitable arrangements with the owner of such further land adjacent/adjoining/contiguous and to make the same a part and parcel of **The Orchid Grandeur - Phase II**;
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/covered parking (if applicable) as specified in **Para H**;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the parties agree as follows:

1. TERMS:

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase , the [Apartment / Plot] as specified in Para H;
- 1.2 The Total Price for the [Apartment] based on the carpet area is **Rs./- (Rupees** **only) ("Total Price")** (Give break-up and description):

Block/Building/Tower No.	
Apartment no.	
Type ...	
Floor	Rate of Apartment per square feet Rs./-
Car Parking	Rate of Car Parking/-
Total Price (in Rupees)	Rs./-

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment / Plot];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment/Plot to the allottee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate:

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

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter 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;
- (iv) The Total Price of 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, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, maintenance charges as per Para. 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;

- 1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter 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 Promoter shall enclose the said notification/order/rules/regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- 1.4 The allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan");

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter;

1.6 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 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/building, as the case may be, without the previous written consent of the Allottee(s) 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(s), or such minor changes or alterations as per the provisions of the Act;

1.7 *(Applicable in case of Apartment)* The Promoter shall confirm to the final carpet area that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the charges, 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 than 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, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement;

1.8 Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Apartment;
- (ii) The Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/interest of Allottee(s) in the common areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover 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 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, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, maintenance charges as per Para 11 etc. and

includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;

- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment, as the case may be;

1.9 It is made clear by the Promoter and the Allottee 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 or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise accept 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;

1.10 The Promoter agrees to pay all outgoing/dues before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing/dues (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 outgoing/dues collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing/dues 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;

1.11 The Allottee 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 Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment] as prescribed in the payment plan at [Schedule C] as may be demanded by the Promoter within the time and manner specified therein:

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules;

2. MODE OF PAYMENT:

Subject to the 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 account payee cheque/demand draft/banker's cheque or online payment (as applicable) in favour of, payable at Kolkata;

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 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 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any

statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approval 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 Regulation 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 part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. 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 Allottee and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only;

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the [Apartment/Plot], if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner;

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the [Apartment] to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be;

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities annexed along with this Agreement 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, amenities and facilities, 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 by the Housing Industry Regulation Act (Please insert the relevant State Laws) and shall not have an option to make any variation/alteration/modification in such

plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement;

7. POSSESSION OF THE APARTMENT/PLOT:

- 7.1 **Schedule for possession of the said [Apartment/Plot]** – The Promoter agrees and understands that timely delivery of possession of the [Apartment] to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the [Apartment] along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on October, 2021 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 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 [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 Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement;

- 7.2 **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate for the respective Block 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 2 (two) months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Association of Allottees, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same;

- 7.3 **Failure of Allottee to take possession of [Apartment]** – Upon receiving a written intimation from the Promoter as per Para 7.2 above, the Allottee(s) shall take possession of the [Apartment] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the [Apartment] to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Para 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 above;

- 7.4 **Possession by the Allottee** – After obtaining the occupancy certificate* and handing over physical possession of the [Apartment] to the Allottee, it shall be the responsibility of the

Promoter to handover the necessary documents and plans, including common areas to the Association of allottees or the competent authority, as the case may be, as per the local laws:

[Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate];

7.5 Cancellation by Allottee – 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 Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation;

7.6 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 the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said [Apartment] (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, 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 [Apartment], with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the [Apartment], which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and 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 or Authority with respect to the said Land, Project or the [Apartment/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/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 [Apartment/Plot] 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(s) 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 [Apartment/Plot] which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee(s) 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 [Apartment/Plot] to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be;
- (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 till the completion certificate has been issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of allottees or the competent authority, as the case may be;
- (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 Land and/or the Project;

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 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 [Apartment/Plot] to the Allottee(s) within the time period specified in Para 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the

provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder;

9.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter 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 within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [Apartment], which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due;

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee(s) fails to make 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(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond ___ consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment] in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount 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 APARTMENT/ POLT:

The Promoter, on receipt of Total Price of the [Apartment] as per Para 1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the [Apartment] together with proportionate indivisible share in common areas within three months from the date

of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

[Provided that, in absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate].

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s);

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

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the [Apartment];

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement 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 Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act;

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/Association of allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Association of 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;

14. USAGE:

Use of Basement(s) 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 etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of allottees for rendering maintenance services;

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said [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 said building [Apartment], or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, pipes 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;
- 15.2 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 façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of 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 [Apartment] 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 wall of the [Apartment];
- 15.3 The Allottee shall plan and distribute its electric load in conformity with the electric 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 responsive for any loss or damages arising out of breach of any of the aforesaid conditions;

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a [Apartment] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project;

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act;

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said [Apartment/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 for charge shall

not affect the right and interest of the Allottee(s) who has taken or agreed to take such [Apartment/Building];

19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the *West Bengal Apartment Ownership Act*;

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter 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 this payment plan within 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 Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever;

21. 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/Building, as the case may be;

22. RIGHT TO AMEND:

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

23. 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 said [Apartment] and the Project shall equally be applicable to and enforceable against and by 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;

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 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 [Annexure C] including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise 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;
- 24.2 Failure on part of the Parties 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;

25. 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 the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement;

26. 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 the Project, the same shall be the proportion which the carpet area of the [Apartment] bears to the total carpet area of all the [Apartments/Plots] in the Project;

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed 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, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Additional Registrar of Assurances, Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata;

29. NOTICES:

That all the 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:

Promoter's Name	Allottee Name
Promoter's Address	Allottee Address

It shall be the duty of the Allottee and promoter to inform each other of any changes 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;

30. JOINT ALLOTTEE:

That 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 to consider as properly served on all the Allottee(s);

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act or the rules or the regulations made thereunder;

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any dispute 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 discussions, failing which the same shall be settled under Arbitration and Conciliation Act, 1996;

34. MISCELLANEOUS:

- 34.1 The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein and the Allottee understands that the Project The Orchid Grandeur shall be developed in phases on the total land and the said land where upon the said apartment is situate being subject matter of this Agreement shall form the Second phase of such phases of The Orchid Grandeur;
- 34.2 It being agreed that for the purposes of this Agreement and for the purposes of marketing, launching construction the land area for each phase shall and/or may differ and/or vary to the extent as the Promoter deems fit and proper;
- 34.3 The phases of The Orchid Grandeur shall be designed by the Promoter only considering the best available layout and orientation of the project, the best possible elevation and aesthetics and the integration of each phase either completed earlier by the Promoter herein and any other project upon the adjacent land/phase for connecting all the phases of the Project and each phase shall have the right of access over all roads, pathways, infrastructure, communication system and integration thereof and/or addition thereto as may be required and that the Promoter shall be entitled to expand the project by adding any other piece or parcel of land adjoining or contiguous to the Total land in any case the Buildings/Units which are constructed in such Total land shall be entitled to all facilities and/or utilities existent in the Said land including but not limited to connecting the drainage, sewerage, transformer, generator, cable ducts, water lines, and such other facilities and/or amenities and/or utilities which are to be intended to be provided in project and it shall be independent and a right secured with the Promoter to enlarge and/or extend and/or expand the said project and construct additional blocks in the adjoining land and the right to open an access for ingress and egress to the adjoining land in such manner;
- 34.4 The Allottee hereby agrees that the Promoter shall have full and absolute right without any interference to develop the other Phases and/or Phases of **The Orchid Grandeur** on the Total land and the Allottee shall not raise any objection in the event the Promoter herein adds and/or

amalgamates the Total land as one project and any other land or property in the surroundings to the Schedule property and the said additional/amalgamated lands shall be treated as part and parcel of the project and the Promoter and all unit Allottees shall be entitled to use and enjoy the internal Roads/Passages as common road for the Total land (both for ingress and egress) and all common amenities, facilities, shall also be accordingly shared by the unit Allottees of units in the said land and total land and the unit Allottees in the added/additional land and the obligation to pay the common maintenance charges shall apply in respect of the construction on the added/additional land and the construction on the Total land and shall be adhered to by the Allottee herein along with the other co-owners. It is agreed that after execution and registration and Deed of Conveyance and/or handing over possession of the Unit to the Allottee the common amenities of **"The Orchid Grandeur - Phase II"** may be situated in other phase/s of the Project and/or any other extensions and/or any other phase/phases in the Project and the nature of use of the said common amenities shall not remain confined to the flat/unit owners of **"The Orchid Grandeur - Phase II"** and it is further clarified that Unit owners of other phases of "The Orchid Grandeur" shall also be entitled to use the common amenities and facilities in the project on such terms & conditions as the Promoter may formulate for use and occupation thereof and upon the completion of all phases and extension of "The Orchid Grandeur" the Project shall be collectively known and identified as "The Orchid Grandeur";

- 34.5 All Phases at The Orchid Grandeur on the total land irrespective of dwelling unit type and shall have common easement rights in all phases of "The Orchid Grandeur" and all the Unit owners of the Blocks comprised in all the Phases and/or Phases of the Project shall have the right to use the approach road and other common areas and facilities comprised in the entire project, for which the Allottee shall not raise any objection of whatsoever nature and it is agreed between the parties that notwithstanding that any particular phase of "The Orchid Grandeur" being completed and the Unit owners of the said phase or part thereof having started to reside therein the right of the Promoter to complete the other phases by utilizing and using the common roads, pathways of "The Orchid Grandeur" for the purpose of carrying men and materials and construction equipment notwithstanding the minor inconvenience that may be caused during the construction stage of various phases of "The Orchid Grandeur";
- 34.6 The Promoter proposes to provide a Club on adjoining lands, to be located in any phase of "The Orchid Grandeur" as the Promoter may decide to and the Allottee shall have the right to use the same in common with the Allottees of other unit at without claiming any share/ownership/title/interest therein. The Allottee of a Unit shall become a member of the said Club and each member shall have the right of use the Club and its facilities on payment of Charges and Observance of rules and regulations of the Club. No right or lien of any nature whatsoever will be created or deemed to be created in favour of members, in respect of the assets of the Club. The Allottee has waived its right to raise any objection for any matter relating to the Club and the limited right of the Allottee shall be user right of the club facilities only on payment of applicable charges. The detailed terms and conditions of membership and rules and regulations governing use of the Club facilities will be formulated and circulated in due course before or after the Club is made operational. The Allottee shall abide by the said rules and regulations. The Club will be managed, operated and maintained by the Maintenance Company and/or by any other suitable arrangement as Promoter may decide. The Club Membership Charges shall be as decided by the Promoter. In addition to this one-time payment, usage based charges including annual/monthly membership fees and/or subscription charges and/or operational costs/charges and/or additional facility charges shall be determined by the Maintenance Company and/or any other person as may designated by the Owner/Promoter from time to time, the facilities and amenities to be made available at the club shall be as decided by the Promoter. The Promoter reserves the right to decide the amenities and facilities and/or the modifications thereto to be provided in the Club. The Club will be made operational at any time prior to completion of the last phase of "The Orchid Grandeur" and till the completion and till such time the club made fully

operational the Promoter shall operationalise the facility in the Club progressively the Allottee also understands that the facilities in the club may not be fully complete and may not be fully operationalised as and when the allottee is handed over possession of the Unit in terms of this Agreement;

- 34.7 It is understood that the Allottee has/have applied for allotment of Apartment(s)/Unit(s) with full knowledge of all the law/notifications and rules applicable to the said plot/Complex/project area, which have been fully understood by the Allottee. It is further understood that the Allottee has/have fully satisfied himself/herself/itself about the right, and/or interest of **PROMOTER** in the said plot on which construction has been undertaken and/or whereupon will be constructed;
- 34.8 It is understood that the Allottee has/have applied for allotment of the Apartment(s)/Unit(s) for residential purposes only and not for any other purpose;
- 34.9 The Allottee shall become member of the Association of Allottees as and when the same is formed and the Association of Allottees shall be in respect of each phase of The Orchid Grandeur and/or some phases of The Orchid Grandeur and/or the entire project of The Orchid Grandeur;
- 34.10 All the terms and conditions of the Application form shall mutatis mutandis apply to this Agreement. In case of variation and/or conflict between the conditions of the application form and this Agreement, the terms of this Agreement shall prevail;
- 34.11 The internal security of the Apartment(s)/Unit(s) shall always be the sole responsibility of the respective Allottee;
- 34.12 The Allottee shall make timely and regular payments of maintenance and other utility charges;
- 34.13 The name of the Project is and shall be "**THE ORCHID GRANDEUR - PHASE II**" being a part of "The Orchid Grandeur". The Buildings/Units of the Projects shall be named/renamed/reidentified in the manner as may be deemed appropriate by the PROMOTER;
- 34.14 The easement right and/or the pathways of the Project and in respect of the buildings/blocks/units constructed and/or to be further constructed on the Said Land thereon together with the additional lands shall be provided by the Promoter as per its scheme of "The Orchid Grandeur". The Allottee agrees to the same and shall not raise any objection in this regard in any manner whatsoever;
- 34.15 The Allottee shall from time to time sign all applications, papers, documents, maintenance agreement, allotment letter, electricity agreement and other relevant papers, as required, in pursuance to this allotment and to do all acts, deeds and things as may require in the interest of the Premises and Apartment(s)/Unit(s) Allottees. In case of Joint Applicant(s)/Allottee(s), any document signed/accepted/acknowledged by any one of the Allottee shall be binding upon the other Allottee;
- 34.16 The Allottee and all persons under him shall observe all the Rules and Regulations that be framed by the Promoter/Maintenance Organization from time to time;
- 34.17 It is further clarified that any nomination/transfer of the Apartment(s)/Unit(s) by the Allottee shall not be in any manner inconsistent with the covenants herein contained. In case of nomination by the Allottee before execution of the Deed of Conveyance of the said Apartment, the Allottee shall be liable to pay to the Promoter necessary nomination fees along with applicable taxes separately;

- 34.18 After conveyance the Allottee shall apply for at his cost separate assessment of the Apartment(s)/Unit(s) for municipal / panchayat taxes and mutation of the name of the Allottee in respect of the Unit in the records of the concerned Municipal / Panchayat Authority;
- 34.19 The Allottees has/have examined and accepted the plans, designs, specifications of the said Apartment(s)/Unit(s);
- 34.20 Landscape and the green areas will only be available upon completion of the entirety of the Complex as the same will be utilized for construction activities during the construction period;
- 34.21 No request for modification or change in the exterior facades of the building will be permitted. No reimbursement or deduction in the value of Apartment(s)/Unit(s) shall be considered by **PROMOTER** if the Allottee desires (with prior written approval/consent of **PROMOTER**) to do some works/install some different fittings/floorings etc. on his/her own within the Apartment(s)/Unit(s) and request the **PROMOTER** to not to carry out such work/install fittings/floorings etc. within the Apartment(s) / Unit(s);
- 34.22 The Allottee must quote the application number as printed on Application form and on allotment, their Apartment(s)/Unit(s) Number as indicated in the Allotment Letter, in all future correspondences;

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written;

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____
Name _____
Address _____

*Please affix
photographs
and sign
across the
photograph*

(2) Signature _____
Name _____
Address _____

*Please affix
photographs
and sign
across the
photograph*

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____
Name _____
Address _____

*Please affix
photographs
and sign
across the
photograph*

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____
2. Signature _____
Name _____
Address _____

SCHEDULE - 'A' - DESCRIPTION OF THE [APARTMENT/PLOT] AND COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

Block/Building/Tower No. Apartment No. Type Floor Car Parking
<p>Lying and situate at or upon ALL THAT piece and parcel of land measuring about <u>3375.55</u> sq. mtrs. (approx. <u>0.835</u> Acres) more or less which is undivided proportionate 50% (approx.) land out of the Complex Land attributable to the Project situate and lying at Mouza: Basina, J. L. No.: 31, Touzi No.: 37, District: North 24 Parganas, P. S.: Rajarhat, Additional Sub-Registry Office: Rajarhat (formerly Bidhan Nagar, Salt Lake City) under Rajarhat Bishnupur 2 No. Gram Panchayat</p>
Butted and Bounded : ON THE NORTH : ON THE EAST : ON THE SOUTH : ON THE WEST :

SCHEDULE - 'B' - FLOOR PLAN OF THE APARTMENT

SCHEDULE - 'C' - PAYMENT PLAN

Stages of Payment	Percentage of Amount	Amount (Rs.)
Booking Amount	10%	
On completion of Brick Work of the said Unit	80%	
On completion of the Flooring Work of the said Unit	5%	
On possession of the said Unit	5%	

SCHEDULE - 'D' - SEPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

Main Door:	Wood Panels, quality timber frame with solid core-flush/paneled shutter with branded multi-lever lock;
Internal Doors:	Flush door with lock of reputed brand;
Window:	Anodized Aluminum Power coated window with super grade glass panel;
Electrical:	Concealed copper wiring with modular switches. Provision for adequate light points, TV, Intercom, Telephone, AC, exhaust and geyser points in appropriate locations;
Staircase (interior):	MS/SS railing, kota/tiles/marble flooring;
Bedroom, Living, Dining, Washing Area, Balcony:	Vitrified tiles flooring;
Kitchen:	Anti-skid tiles for flooring, Granite top platform with stainless steel sink with dado upto 2 ft. above counter;
Toilets:	Anti-skid tiles on floor after water proofing with dado upto 7 ft. height;
Master Suite:	Designer laminated wooden flooring;
Servants Room:	Ceramic Tiles;
Servants Toilet:	Anti-skid tiles in toilet floor with dado upto 6 ft. height;
Sanitary:	Provision for hot & cold water supply in toilets. European style sanitary fitting of reputed make;

SCHEDULE – 'E' - SEPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

PART I

COMMON PARTS AND PORTIONS OF THE PROJECT

1. The foundation, columns, beams and support;
2. Corridors, lobbies, stairs, stairways and landing;
3. Drain and sewerage and drainage connection pipes for the Units/flats/apartments to drain and sewers common to new building at the premises;
4. Overhead water tank;

PART II

COMMON AMENITIES, FACILITIES AND SPECIFICATIONS OF THE PROJECT

Outside wall:	Decorated finish & weather proof paint;
Inside wall:	Plaster of Paris;
Staircase (exterior):	MS/SS railing, kota/tiles/marble flooring;
Elevator:	Fully automatic elevator with SS/MS body in each block having automatic rescue device;
Power Supply:	24 x 7 power supply, generator back up in case of power cut;
Water Supply:	24 hour supply through deep tubewell with water filtration plant coupled with stand by pump for uninterrupted water supply;
CCTV and Security:	24 x 7 smart security system with continuous monitoring;
Wi-Fi Homes:	Accessibility of Wi-Fi connections at all corners;
STP:	Sewerage treatment plant for waste management system;